



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282570
Original Issued Date: 07/10/2020
Issued Date: 04/14/2023
Expiration Date: 07/10/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Union Leaf Inc.

Phone Number: 617-256-7311
Email Address: pradhanlnn@gmail.com

Business Address 1: 71-72 Union Square
Business City: Somerville
Business State: MA
Business Zip Code: 02143

Business Address 2:
Mailing Address 1: 71-72 Union Square
Mailing City: Somerville
Mailing State: MA
Mailing Zip Code: 02143

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: 100
Percentage Of Control: 100
Role: Executive / Officer
Other Role: President, Secretary, Director

First Name: Laxmi Last Name: Pradhan Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Laxmi Last Name: Pradhan Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Laxmi Last Name: Pradhan Suffix:
Marijuana Establishment Name: Porter Square Remedies LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Cambridge Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 71-72 Union Square
Establishment Address 2:
Establishment City: Somerville Establishment Zip Code: 02143
Approximate square footage of the establishment: 1650 How many abutters does this property have?: 67
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	Union Leaf - Single Page HCA Form [EXECUTED].pdf	pdf	5ddd6666ea4df3530e6467d8	11/26/2019
Community Outreach Meeting Documentation	Union Leaf_Somerville COM Documentation 10.9.19.pdf	pdf	5ddd69e2160e3b57a3dd446c	11/26/2019
Plan to Remain Compliant with Local Zoning	Union Leaf- Plan to Remain Compliant with Local Zoning.pdf	pdf	5de5a6c5b4f83557d6cc95d6	12/02/2019

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Union Leaf_Plan for Positive Impact.pdf	pdf	5e81fa51482e703583b7a231	03/30/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Laxmi Last Name: Pradhan Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Union Leaf - Articles of Organization.pdf	pdf	5ca52e753d84de123a616546	04/03/2019
Bylaws	Union Leaf - Corporate Bylaws_DRAFT.pdf	pdf	5ca609ff8d16491b5c0fd55f	04/04/2019
Secretary of Commonwealth - Certificate of Good Standing	Union Leaf, Inc. - MA Good Standing Certificate 10.23.19.pdf	pdf	5ddd54cad5b0805341c63fb2	11/26/2019
Department of Revenue - Certificate of Good standing	Union Leaf_Certificate of Good Standing DOR.pdf	pdf	5de56d189c1081532b9a7f0e	12/02/2019
Articles of Organization	Union Leaf Statement of Change of Supplemental Information.pdf	pdf	5de67fa3a9ef3857c445c355	12/03/2019
Department of Revenue - Certificate of Good standing	Union Leaf - DUA Cert of Good Standing Attestation.pdf	pdf	5e81fe0e5f1da0353e2b1cc8	03/30/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Union Leaf_SoC CoGS 3.10.23.pdf	pdf	640f55043a44570008ae3bf4	03/13/2023
Department of Unemployment Assistance - Certificate of Good standing	Union Leaf_DUA CoGS 3.12.23.pdf	pdf	6410c1813a44570008afd3a1	03/14/2023
Department of Revenue - Certificate of Good standing	Union Leaf_DOR CoGS 3.12.23.pdf	pdf	6410c198d523e300087281f3	03/14/2023

Massachusetts Business Identification Number: 001372824

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Union Leaf - Business Plan_UPDATED FOR 3.18.2020 RFI.pdf	pdf	5e81fe99d29ad935715958ef	03/30/2020
Plan for Liability Insurance	Union Leaf_Plan for Obtaining Liability Insurance.pdf	pdf	640f66a9d523e30008711939	03/13/2023
Proposed Timeline	Union Leaf_Proposed Timeline.pdf	pdf	6411cd8dd523e300087320e7	03/15/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Union Leaf_Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	640f66d4d523e30008711ab1	03/13/2023
Restricting Access to age 21 and older	Union Leaf_Plan for Restricting Access to Age 21 and Older.pdf	pdf	640f66e53a44570008ae6e54	03/13/2023
Security plan	Union Leaf_Security Plan.pdf	pdf	640f66ecd523e30008711afb	03/13/2023
Prevention of diversion	Union Leaf_Prevention of Diversion.pdf	pdf	640f66f6d523e30008711b7b	03/13/2023
Storage of marijuana	Union Leaf_Storage of Marijuana.pdf	pdf	640f66fe3a44570008ae6e9b	03/13/2023
Transportation of marijuana	Union Leaf_Transportation of Marijuana.pdf	pdf	640f67043a44570008ae6ec9	03/13/2023
Inventory procedures	Union Leaf_Inventory Procedures.pdf	pdf	640f670a3a44570008ae6ef1	03/13/2023
Quality control and testing	Union Leaf_Quality Control and Testing.pdf	pdf	640f67103a44570008ae6f05	03/13/2023
Dispensing procedures	Union Leaf_Dispensing Procedures.pdf	pdf	640f67163a44570008ae6f26	03/13/2023
Personnel policies including background checks	Union Leaf_Personnel Policies and Background Checks.pdf	pdf	640f671cd523e30008711bec	03/13/2023
Record Keeping procedures	Union Leaf_Recordkeeping Procedures.pdf	pdf	640f67223a44570008ae6ff6	03/13/2023
Maintaining of financial records	Union Leaf_Maintaining of Financial Records.pdf	pdf	640f67273a44570008ae705a	03/13/2023
Qualifications and training	Union Leaf_Qualifications and Training.pdf	pdf	640f672c3a44570008ae707d	03/13/2023
Energy Compliance Plan	Union Leaf_Energy Compliance Plan.pdf	pdf	640f67353a44570008ae70e4	03/13/2023
Diversity plan	Union Leaf_Diversity Plan.pdf	pdf	6410e4c5d523e3000872b2bd	03/14/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Union Leaf_Maintaining Adequate Patient Supply.pdf	pdf	640f6821d523e300087120e6	03/13/2023

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Union Leaf_Reasonable Substitutions.pdf	pdf	640f68353a44570008ae77ae	03/13/2023

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Although Union Leaf, Inc. ("Union Leaf") is not yet operational, Union Leaf has begun preparing its efforts towards its Positive Impact Plan. A sample of some of the materials relative to Union Leaf's Positive Impact Plan is included below.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Although Union Leaf, Inc. ("Union Leaf") is not yet operational, Union Leaf has begun preparing its efforts towards its Diversity Plan. A sample of some of the materials relative to Union Leaf's Diversity Plan is included below.

HOURS OF OPERATION

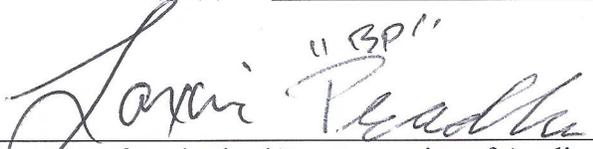
Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Laxmi Pradhan, president, (*insert name*) certify as an authorized representative of Union Leaf, Inc: (*insert name of applicant*) that the applicant has executed a host community agreement with City of Somerville (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 10/21/19 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Katjana Ballantyne, Acting Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Somerville (*insert name of host community*) to certify that the applicant and City of Somerville (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 10/21/2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

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, Laxmi Pradhan, (*insert name*) attest as an authorized representative of Union Leaf, 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 October 9, 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 October 1st and 8th (*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 September 27, 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 September 30, 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.

7. The Notice of Meeting was also hand-delivered to commercial tenants and residential tenants within 300 feet of the location on October 2, 2019. See "Attachment B."

NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA RETAIL ESTABLISHMENT
71-72 UNION SQUARE, SOMERVILLE, MA

Notice is hereby given that Union Leaf, Inc. will conduct a Community Outreach Meeting on the following matters on **Wednesday October 9th, 2019, at the Community Room, Somerville Police Department, 220 Washington Street, Somerville, MA 02143, at 6:30 pm:**

Union Leaf intends to apply for a Marijuana Retailer Establishment license, at 71-72 Union Square, Somerville, MA 02143 (the “Premises”), pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Union Leaf is applying for a marijuana retail establishment License with the Somerville Licensing Commission. The Somerville Licensing Commission will hold a hearing on Union Leafs application on October 21st, 2019, at 6:00 pm.

Union Leaf will be applying for special permits and other Zoning relief as might be needed including, but not limited to, variance relief, which might subsequently sought from the Somerville Zoning Board of Appeals, in order to conduct the business of a marijuana retail establishment and to construct a three story building with the first floor being used as a marijuana retail establishment with the Somerville Planning Board.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the Premises;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Union Leaf, Inc.

A copy of this notice was sent to the Somerville Planning Board, the Somerville Public Health Department and is on file with the Somerville City Clerk, at City Hall, located at 93 Highland Avenue, Somerville, MA 02143. A copy of this Notice was mailed at least

seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

For information about the meeting, please contact City Councilor Ben Ewen-Campen, Ward 3. Email: benforward3@gmail.com. Telephone: 617-702-2613
Attorneys For The Project:

Richard G. DiGirolamo
617-666-8200
digirolamolegal@verizon.net

Walter J. Sullivan, Jr.
617-834-2955
wsullivan@waltersullivanlaw.com

NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA RETAIL ESTABLISHMENT
71-72 UNION SQUARE, SOMERVILLE, MA

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1. The type(s) of Adult-use Marijuana Establishment to be located at the Premises;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

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Attorneys For The Project:

Richard G. DiGirolamo
617-666-8200
digirolamolegal@verizon.net

Walter J. Sullivan, Jr.
617-834-2955
wsullivan@waltersullivanlaw.com

71 UNION SQ
SOMERVILLE, MA

"Attachment C"

Map	Cut	Bloc	Cut	Lot	Unit	Alternate	Stree	Location	Grantee	Co grantee's Name	Mailing Address	City	St	Zip	Use Code	Use
73											24 STONE AVE	SOMERVILLE	MA	02143	1040	TWO
73															1040	TWO
73															1040	TWO
73															1040	TWO
73															1040	TWO
73															1110	APT
73															1110	APT
73															3410	BANK
73															3220	STOR
73															1010	SING
73															1010	SING
73															1010	SING
73															1040	TWO
73															1010	SING
73															02 1110	APT
73															1010	SING
73															1110	APT
73															1040	TWO
73															1040	TWO
73															1010	SING
73															1050	THRE
73															3260	REST
73															3260	REST
73															3260	REST
73															3260	REST
73															995	COND
73															3430	OFF
73															3430	OFF
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73															3430	OFF
73															3430	OFF
73															3270	RETA
73															3430	OFF
73															3430	OFF
73															3260	REST
73															3400	OFFI
73															3370	PARK
73															1050	THRE
73															1020	COND

71 UNION SQ
SOMERVILLE, MA

"Attachment C"

Map	Cut	Bloc	Cut	Lot	Cut	Unit	Alternate	Numbe	Location	Grantee	Co grantee~s Name	Mailing Address	City	St	Zip	Use	Code	Use
73														MA	02143	1020	COND	
73														MA	02143	1020	COND	
73														MA	02155	1040	TWO	
73														MA	02143	9300	CITY	
73														MA	02143	1050	THRE	
73														MA	02143	112C	APT	
73														MA	01720	1050	THRE	
73														VA	22312	1050	THRE	
73														MA	02143	1020	COND	
73														MA	02143	1020	COND	
73														MA	02143	9310	CITY	
81														MA	02138	3400	OFFI	
82														MA	02143	3250	CONV	
82														MA	01773	3220	STOR	
82														MA	02155	112C	APT	
82														MA	02134	3260	REST	
82														MA	02134	322I	STOR	
82														MA	02134	332I	AUTO	
82														MA	02134	3260	REST	
82														MA	02155	3260	REST	
82														MA	01890	1010	SING	

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Union Leaf Inc. (“Union Leaf”) will remain compliant at all times with the local zoning requirements set forth in Somerville’s Zoning Ordinance. In accordance with Somerville Zoning Ordinance No. 2018-21, Articles 2, 6, and 7, Union Leaf’s proposed Marijuana Retailer at 71-72 Union Square Somerville, MA 02143 is located in the Marijuana Overlay District, designated for Marijuana Retailers.

In compliance with the Somerville Zoning Ordinance and 935 CMR 500.110(3), the property is not located within 300 or 500 feet of any public or private school providing education in kindergarten or any of grades 1 through 12.

As required by Somerville’s Zoning Ordinance, Union Leaf will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Planning Board. In accordance with the Somerville Zoning Ordinance, a Special Permit shall lapse two (2) years from the granting thereof, or such shorter time as specified in said permit, if a substantial use thereof has not sooner commenced, except for good cause or, in the case of a permit for construction, if construction has not begun by such date except for good cause.

Union Leaf will apply for any other local permits, including a License from the Licensing Commission, required to operate a Marijuana Retailer at the proposed location. Union Leaf will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Union Leaf’s proposed location.

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

From: [Mandy Bonny](#)
To: mayor@somervillema.gov
Cc: [laxmi Pradhan](#); [Binoj Pradhan](#); [Tim Callahan](#)
Subject: Request for Records of Costs Related to Union Leaf Inc.
Date: Wednesday, March 8, 2023 11:50:00 AM
Attachments: [Union Leaf Inc. Letter to Somerville Requesting Costs LP 3.8.23.pdf](#)
[image001.png](#)

Good Afternoon Mayor Ballantyne,

Pursuant to the license application requirements of the Cannabis Control Commission, attached please find correspondence requesting any records of costs borne by Somerville related to Union Leaf Inc. operations within the city.

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

Best
Mandy

Mandy Bonny
Licensing Specialist
617-934-2121
M.Bonny@VicenteLLP.com

Vicente.

800 Boylston Street, 26th Floor
Boston, MA 02199

Serving clients from [offices nationwide](#)

March 8, 2023

Mayor Katjana Ballantyne
City Hall
93 Highland Ave.
Somerville, MA 02143
VIA E-MAIL: mayor@somervillema.gov

Re: Request for Records of Costs Related to Union Leaf's Somerville Operations

Dear Mayor Ballantyne,

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

Accordingly, please accept this correspondence as Union Leaf's formal request to the City to produce the records of any cost, whether anticipated or actual, resulting from Union Leaf's operation within the City. Please note that a copy of this correspondence along with any response received from the City, or barring receipt of any response, an attestation to that effect, shall be submitted by Union Leaf to the Commission. As the City is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the City imposed by the operation of a Marijuana Retailer Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

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

Sincerely,

DocuSigned by:

759E8A222A434D5...

Laxmi Pradhan
Union Leaf Inc.

P: 617-256-7311
E: pradhaninn@gmail.com

From: [Charlotte Leis](#)
To: [Mandy Bonny](#)
Cc: [David Shapiro](#); [Emily Hutchings](#); [Sarah Lewis](#); [Iaxmi Pradhan](#); [Binoj Pradhan](#); [Tim Callahan](#)
Subject: Re: Request for Records of Costs Related to Union Leaf Inc.
Date: Thursday, March 9, 2023 9:38:13 AM
Attachments: [external.png](#)
[Union Leaf Inc. Letter to Somerville Requesting Costs LP 3.8.23.pdf](#)

 External email >

Hi Mandy,

I'm responding to the attached letter on behalf of the City.

As Union Leaf has not begun operations at this time, there have not been any costs associated with the operation of Union Leaf and the City has also not collected any community impact fees as laid out in the Host Community Agreement.

Best,

Charlotte Leis (she/hers)

Planner

Planning, Preservation, & Zoning Division

Mayor's Office of Strategic Planning & Community Development

93 Highland Ave, Somerville, MA 02143

Visit [Plan11](#) to view our FAQ or [AskAPlanner](#) to ask your own question.

City of Somerville Public Records Notice

Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Union Leaf Inc. (“Union Leaf”) is dedicated to serving and supporting populations falling within 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.

To support such populations, Union Leaf has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact Commission-designated Economic Empowerment Priority applicants; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions (the “Target Communities”).

Goals

In order for Union Leaf to positively impact the Target Communities, Union Leaf has established the following goals:

1. Reducing barriers to entry in the commercial adult-use cannabis industry by ensuring that Union Leaf’s workforce is comprised of at least 10% of individuals from the Target Communities¹; and
2. Providing mentoring, professional, and technical services to members of the Target Communities through twice annual educational seminars.

Programs

Union Leaf has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs will include the following:

1. Giving hiring preference to individuals who provide evidence of being Commission-designated Economic Empowerment Priority applicants;
2. Posting jobs (as they become available, but not less than annually) on 70MillionJobs.com; and
3. Holding at least two (2) educational seminars per calendar year for individuals who self-identify as being a member of one of the Target Communities:
 - a. Seminar One: Introduction to the Cannabis Industry in Massachusetts
 - i. Provides an overview of the cannabis licensing process in Massachusetts, including descriptions of different types of employment available in the industry.
 - b. Seminar Two: Being an Effective Retail Cannabis Operator in Massachusetts

¹ Union Leaf will ensure that any hiring practices instituted with respect to Massachusetts residents who have past drug convictions or Massachusetts residents with parents or spouses who have drug convictions are done in accordance with “Ban the Box” standards.

- i. Introduces individuals to regulations and policies specific to working in a Marijuana Retailer and provides an outline of the different types of entry-level positions available in this type of facility.
- c. Each seminar will be able to accommodate no fewer than ten (10) individuals.

Measurements

The Company's President will administer the Plan and will be responsible for developing measurable outcomes to ensure Union Leaf continues to meet its commitments. Such measurable outcomes, in accordance with Union Leaf's goals and programs described above, include:

- Completing a twice-annual workforce utilization report that anonymously captures the number of employees from the Target Communities (in conformance with any and all employment law standards);
- Documenting the number of applications received from Commission-designated Economic Empowerment Priority applicants;
- Recording the number of jobs posted on 70MillionJobs.com and any resumes received as a result; and
- Documenting the educational seminars held (at least 2), including the number of individuals who self-identify as being members of the Target Communities participating in such seminars.

Beginning upon receipt of Union Leaf's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Union Leaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President will review and evaluate Union Leaf's measurable outcomes no less than twice annually to ensure that Union Leaf is meeting its commitments. Union Leaf is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Union Leaf 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 Leaf 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: 001372824

ARTICLE I

The exact name of the corporation is:

UNION LEAF 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
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	275,000	\$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:

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. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. 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.

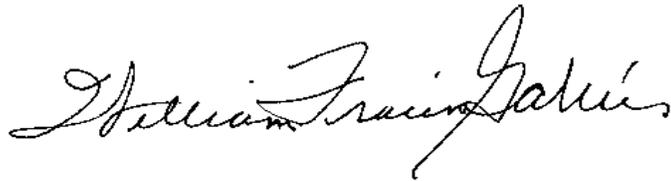
ARTICLE VII

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

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:

March 13, 2019 03:35 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**BYLAWS
OF
UNION LEAF INC.**

BYLAWS OF UNION LEAF INC.

ARTICLE I: GENERAL

Section 1.01 Name and Purposes. The name of the Corporation is **UNION LEAF INC.** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

Section 1.02 Articles of Organization. These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.05 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

ARTICLE II: SHAREHOLDERS

Section 2.01 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board

of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the

meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records

of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 *Reserved*

Section 2.07 Fixing the Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (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.

Section 2.08 Quorum of and Action by Shareholders. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group

includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.09 *Reserved*

Section 2.10 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.14 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares 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 are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.15 Automatic Divestiture. If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "Affected Shareholder") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

- (a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in

a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.15;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.16 Redemption of Shares Following Automatic Divestiture.

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.15 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.15, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.15, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for fifty percent (50%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

ARTICLE III: DIRECTORS

Section 3.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be one (1) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be Laxmi Pradhan.

Section 3.02 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, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.05 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of or participation in a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) **Place of Meetings.** Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.08 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and

to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the

Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by Chapter 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. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more

series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

Section 6.02 Transfers of Shares. No shares of Common Stock of the Corporation may be subject to Transfer (as defined herein) without the approval of no less than unanimous consent of the Board. Notwithstanding any other provision of these Bylaws, each shareholder agrees that it will not, directly or indirectly, Transfer any of its shares or share equivalents, and the Corporation agrees that it shall not issue any shares or share equivalents if such Transfer would cause the Corporation to be unfit for licensure by the applicable cannabis regulatory body or otherwise subject to the applicable cannabis regulatory body for disciplinary action. In any event, the Board may refuse the Transfer of shares to any person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any governmental authority.

Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the

Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII: CORPORATE RECORDS AND INSPECTION

Section 7.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.02 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.02 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or

substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

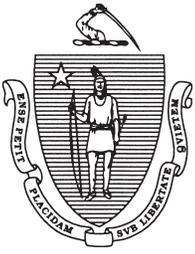
Section 8.05 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX: AMENDMENT OF BYLAWS

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 23, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
UNION LEAF INC.

is a domestic corporation organized on **March 13, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19100514720

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

Processed by:



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0331386944
Notice Date: November 22, 2019
Case ID: 0-000-897-188



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UNION LEAF INC.
71-72 UNION SQUARE
SOMERVILLE MA 02143

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, UNION LEAF 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

Signed by LAXMI PRADHAN, its PRESIDENT
on this 2 Day of December, 2019

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All Rights Reserved

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:

December 02, 2019 02:38 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

Signed under the pains and penalties of perjury, I, Laxmi Pradhan, an authorized representative of Union Leaf Inc. ("Union Leaf"), certify that Union Leaf 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.

Laxmi Pradhan

3/26/2020

Date

Name: Laxmi Pradhan

Title: President

Entity: Union Leaf Inc.

Union Leaf, Inc.

71-72 Union Square
Somerville, MA

Business Plan to Operate an Adult-Use Marijuana Retailer Establishment in Somerville

SUMMARY OF BUSINESS PLAN

Union Leaf submits this Business Plan as part of its application for a Host Community Agreement with the City of Somerville and a License to Operate an Adult-Use Marijuana Establishment from the Commonwealth of Massachusetts.

Union Leaf proposes to operate a retail recreational cannabis dispensary at 71-72 Union Square, Somerville, MA. Currently, Union Leaf's ownership operates a craft beer and wine shop at this location (which it has owned for nearly two decades), which will be converted to a recreational marijuana dispensary upon required approvals by City and State regulators.

71-72 Union Square is currently a one-story building, with frontage on the pedestrian-only area of Union Square. The building sits between The Independent - a beloved neighborhood bar and restaurant - and the former Somerville Police Station, which is now offices.

Union Leaf will be proposing two options for construction of its new marijuana retail facility:

- Its preferred plan: a 3-story commercial building which better matches the height and character of surrounding buildings
- Alternatively, if the 3-story commercial building will cause undue delay in the application process, a renovation of its 1-story existing facility.

Union Leaf plans to hire a diverse workforce from the surrounding community, comprised of people from all backgrounds, and will provide them with living wages and substantial benefits.

Union Leaf also wishes to provide numerous benefits to the community, including education, training, financial support, and use of its common space by recognized and trusted community groups. Above all, Union Leaf hopes to be a good neighbor and a solid, long-term, and responsible resident of its neighborhood, its City, and the Commonwealth.

EMPLOYEE STAFFING AND TRAINING PLAN

Union Leaf has a three-part Employee Staffing and Training Plan:

1. **Applicant Sourcing.** Applicants will be sourced through numerous channels, including, but not limited to, postings on job boards, referrals by owners and current employees, and referrals by trusted local community agencies.

2. **Applicant Screening.** Screening will be conducted through a rigorous interview process in which candidates will be interviewed by management and by owners, as well as an in-depth background check. The background check will be compliant with all of the Cannabis Control Commission (CCC) regulations.

3. **Responsible Vendor Program and other Training.** Upon successful completion of the interview and background check, employees will be required to participate in a Responsible Vendor Program, as required by 935 CMR 500.105(2)(b), Business and Operations Training, and Diversity Training (as discussed elsewhere in this Application). After initial completion of the Responsible Vendor Program, all employees will receive a minimum of eight hours of training annually. As required, all owners, managers and employees will participate annually in the Responsible Vendor program. The CCC may access training records as necessary and upon request. Upon hiring, all employees will be required to read and demonstrate their understanding of the Employee Handbook, which will be provided to them.

New Employee Orientation sessions will be held on a regular basis. During these sessions, Union Leaf will instruct employees in the skills required to properly execute the duties of their positions and for the successful and safe operation of the retail facility. Employees will also be made familiar with 935 CMR 500.00 et. seq., standard operating procedures and protocols for the retail facility, security policies and procedures, and proper employee-customer, and employee-vendor interaction. Before being allowed to operate within the retail facility, employees will be required to demonstrate that they understand what they have been taught, through an interactive review process with management.

SUMMARY OF OPERATING PLANS AND PROCEDURES:

SECURITY

Union Leaf will partner with two security firms to provide 24-hour, 365-day on-premises security: Netwatch USA, and Wayne Alarm Systems. Both of these security partners, which operate independently and redundantly, will allow Union Leaf to comply with all regulations contained in 935 CMR 500.110. The comprehensive security plan provided by the combination of these partners will deter diversion of marijuana products, deter theft, and prevent unauthorized access to the facility and its marijuana storage area. Union Leaf's security plan is designed around a number of individual components, including employee training, keycard access and monitoring, inventory tracking, alarm systems, a network of security cameras, lighting, and strictly-enforced security policies.

Employee training is critical to ensure that all employees understand the sensitive nature of marijuana products, and to prevent diversion and ensure compliance. All employees will undergo in-person, pre-employment training which will familiarize them with all of Union Leaf's policies and procedures. Employees will be provided with an employee handbook, which will thoroughly document all policies and procedures. Employees will be expected to comply with all of Union Leaf's policies and procedures at all times.

Keycard access will be granted to employees and owners only as is deemed essential. Throughout the retail facility, there will be keycard access points. Keycards will be issued to employees and owners, and those cards will be used in conjunction with industry-standard, secure, and tamper-resistant keycard access points. Any visitors to the facility will be issued a temporary ID badge, which must be displayed on the visitor's person at all times, in a manner recognizable to staff. Any staff or visitors found to be improperly using their individual keycard access will have their credentials revoked, or undergo mandatory retraining. Keycard access will be monitored by security staff, both on-site and off-site.

Inventory Tracking will be performed in accordance with all applicable regulations. A software-based inventory tracking system has the dual purpose of preventing diversion, and allowing management to understand the exact quantities of product in inventory at any point in time. Union Leaf is currently evaluating inventory tracking systems (in addition to using Metrc).

Alarm Systems, to be provided and monitored by Wayne Alarm Systems, are a critical component of Union Leaf's facility security. There will be off site monitoring of alarm systems on a 24-hour, 365-day basis. All external doors and windows of the facility will be equipped with

industry-standard alarms, and owners and management will be notified immediately of any suspected breach. An alarm backup for use during power failures will also be in place.

Security cameras will be placed throughout Union Leaf's facility, both internally and externally. Industry-standard cameras will be put into use and monitored remotely by Netwatch USA on a 24-hour, 356-day basis. Cameras will surround the outside of the facility, facing the street, the Union Square pedestrian zone, side alleys, and the front and back entrances of the facility. Inside the facility, security cameras will be positioned towards all retail space, hallways, internal doorways, storage areas, and anywhere else that Netwatch USA provides for in their site security plan. All cameras will have an industry-standard focal range, will be operable in day and night modes, and be of sufficient quality that individual persons can be identified. Any recordings produced will be held for a minimum of 90 days, as to allow for proper law enforcement access if necessary.

Union Leaf's **Lighting** will be designed to illuminate the entire perimeter of the facility, and will be maintained over time in such a way that the chance that a point on the perimeter of the facility being dark for a given period of time is minimized.

Union Leaf's **Security Policy** provides a comprehensive and detailed written policy for all employees and owners, and will be introduced to employees at their new employee orientation. As required, Union Leaf will share security information, plans, and procedures with local law enforcement and fire services. Union Leaf will appoint one manager or owner as a single point of contact, known as the "Community Liaison," who will serve as the go-between for the Company and any law enforcement or fire services. The Community Liaison will be authorized to update plans, share information, or make requests of law enforcement and fire services. .

The general on-site security plan provided by the third-party security company includes the following:

SITE SECURITY

Unarmed Protective Services guards will provide the following services:

Maintaining order at entrance, exit, parking lot and interior of dispensary as necessary.

Client will ensure all guards have Agent CCC cards allowing them access to the interior / sales area of the dispensary while maintaining CCC compliance.

Maintaining contact via 2-way radios supplied by client with on-site management and other guards on site.

Guards will deal with loud or unruly customers, using de-escalation techniques. If the customer does not respond, Law Enforcement will be contacted.

Maintaining a security footprint based on client needs and CCC requirements.

Number of guards will vary based on expected customer size, location, parking, etc.

PREVENTION OF DIVERSION

Prevention of Diversion is a top priority for Union Leaf, as the success of the recreational marijuana industry depends on the continued support of our city, the Commonwealth, and its surrounding states. Union Leaf is closely tracking how diversion affects similarly situated businesses in other states which have already proceeded through the marijuana legalization process. As a small business, Union Leaf is committed to achieving sustained success in our community.

Union Leaf's anti-diversion program is designed to minimize the opportunities for potential diversion, and Union Leaf will continue to update and monitor our program as the industry becomes more mature and learns how to better prevent diversion in all its forms. All of Union Leaf's products will be meticulously tracked through an Inventory Control System (in addition to Metrc), employees will be trained to recognize and prevent diversion, and the site security plan will act as a deterrent to diversion.

In addition, inventory checks will be performed by employees at regular intervals on a daily basis. Employees will be trained to immediately and effectively report any possible diversion to management or to relevant authorities within a 24-hour period following any occurrence of such activity.

Employees will be compartmentalized by function and will only have access to inventory if it is required at that time, and all access to inventory will be monitored, tracked, and reported to our Inventory Control System. At all times, Union Leaf will be monitored remotely by trained off-site security personnel, and employees will be aware of that 24-hour, 365-day monitoring. Union Leaf's policy on diversion is a strict one: employees will be terminated for diversion.

All marijuana products are maintained in a secure room, inside a safe, when not in use on the retail floor. Union Leaf will engage with third-party security companies to ensure its policies and procedures around diversion are properly written, and that all employees receive training around those policies and procedures. Employees will be required to sign an anti-diversion policy. If any changes in the industry require us to implement stronger anti-diversion protections, Union Leaf will follow best practices in the industry as they develop. The entire industry, Union Leaf and other retailers included, must work as hard as possible to combat diversion for the good of the community, public health, and maintaining good working relationships in and between governments.

STORAGE OF MARIJUANA

Union Leaf will store finished products on-site in a secure, locked storage room / vault, and create policies and procedures in accordance with relevant regulations. Union Leaf will not package or process any marijuana products; all products will arrive at the retail facility in final, consumer-ready form, and will be tracked from receipt of goods to sale.

Union Leaf will store all marijuana products in the secure area of the basement of its retail facility while not in use in the consumer-facing portion of the retail facility. All marijuana products will be kept in a safe, which will be kept in a locked, windowless room with keycard access. Keycard access will be limited to owners and critical retail staff members who are on duty at that time. The room in which marijuana products are kept will be maintained in a clean and sanitary manner, which will be checked on a daily basis by employees. The marijuana storage room will be well-lit, temperature and humidity controlled, in order to maintain the health, safety and longevity of all products.

All marijuana products will be kept in retail packaging and will not be removed from its packaging by staff. All marijuana products will be maintained securely in compliance with all applicable regulations in 935 CMR 500.105, and in accordance with the security requirements found in 935 CMR 500.110. Any products that are damaged or defective will be destroyed in accordance with applicable regulations, and will be kept in the same secure manner as standard products in the interim period between removal from the retail stream and destruction.

TRANSPORTATION OF MARIJUANA

Union Leaf is not engaged in the transportation of marijuana or related products. All products are delivered directly to our secure facility by external vendors. Such vendors are licensed separately by the Cannabis Control Commission, and are required to be fully compliant with all regulations.

INVENTORY PROCEDURES

Union Leaf's inventory procedures and practices are designed to provide real-time inventory information in accordance with applicable regulations. A solidly built, robust inventory system is absolutely necessary for many reasons related both to the health of the business, and to public policy concerns. Such a system assures that management has real-time knowledge of its inventory, which helps prevent diversion and ensures a full accounting of all product at any given moment. This system also allows for compliance with regulations and immediate insight into where all product currently stands in the sales cycle.

At regular intervals, Union Leaf will take a full, physical, hand-counted inventory. Such inventory will be compared against its electronic inventory system (including Metrc), and all discrepancies will be investigated. Union Leaf will carefully track which employees perform, and sign-off on inventory.

In terms of an electronic / cloud-based Point of Sale (POS) system, Union Leaf is considering several options which are widely used in the industry. The current top contender for the POS system is CannaPoint, which is designed around marijuana retail establishments. This system, although not yet definitively selected, is a strong choice because of its tracking and control functions, ID scan and purchase tracking, as well as its robust compliance and reporting abilities. If Union Leaf chooses another POS system, it will be of comparable or better quality and functionality than CannaPoint.

In order to maintain tight inventory controls, Union Leaf is committed to training all employees on inventory tracking procedures and practices, and will monitor employee use of the POS system on an ongoing basis.

QUALITY CONTROL AND TESTING PROCEDURES

Union Leaf is not engaged in the production of, or quality control of marijuana or related products. All products are sourced from external vendors. Such vendors are licensed separately by the Cannabis Control Commission, and are required to be fully compliant with all regulations.

PERSONNEL POLICIES

Union Leaf's Personnel Policies define expected employee conduct, hiring and screening of employees, and strategies for upward mobility within the organization. These policies will be presented in a comprehensive written format to all employees. Before hiring employees, all employees will be screened and results will be documented in compliance with 935 CMR 500.030(2). Such personnel screenings and records will be maintained in accordance with 935 CMR 500.030(3).

All personnel records will be kept for: employee references and verification of such references, signed anti-diversion documentation, training, performance evaluations, disciplinary action, notification of employee separation from Union Leaf, background information as required by regulations, and notice of a completed Responsible Vendor Program.

It is expected that all employees will submit to a CORI background check. All employees will be provided with a comprehensive Employee Handbook, and will be required to complete at least eight hours of training annually, and Union Leaf anticipates training opportunities will be abundant, and consistent over time.

The Employee Handbook will be developed according to applicable regulations, and will be in line with best practices in the industry and Human Resources standards. Union Leaf will likely contract with a Human Resources professional to draft, maintain, and update the Employee Handbook.

DISPENSING PROCEDURES

Union Leaf's dispensing procedures are compliant with all regulations and in-line with industry standards. Above baseline regulations, Union Leaf is committed to providing a top-quality customer experience which is equal to the best retail establishments in the industry. Having a small retail footprint (under 1,400 square feet), means that Union Leaf must be judicious with its use of retail space.

Customers will enter from Union Square into the entry vestibule of the retail facility. This is a well-lit, welcoming space, with high-quality furniture with a "lounge" feel. There will be a set of doors between the entry vestibule and the retail space. There will be no visibility between the street and the retail space, as per regulations.

Upon entering the entry vestibule, all customers (regardless of appearance) will be required to show government-issued, valid ID to a security guard. This security guard will be on duty during all hours of retail operation, and will be provided by a third-party security company. After checking the government-issued ID and using a scanner to ensure validity of the ID, the security guard will ask the customer to wait in the vestibule.

When cleared by retail staff to do so, the security guard will ask the customer to proceed through a door into the retail space. The retail space will be set up like a high-end retail boutique, with product behind glass, on shelves or kiosks, and behind counters. Customers will be greeted by retail staff who answer any and all questions that they have, creating a one-on-one interaction. The sales process is a "guided" process, which can help novices and experts alike select from among a curated number of high-quality products.

After deciding which, if any, products the customer will purchase, the customer will be directed by sales staff to the check-out / point-of-sale area. At the point-of-sale area, customers will have their ID checked a second time. Union Leaf is considering creating a "Customer Pledge" for customers to sign, as is customary in some retail locations in the industry. This Pledge will have information about safe consumption, storage, operating under the influence, and the like. At this time, customers will pay for their purchase at the point-of-sale.

After payment is completed, customers will be given their products in an "Exit Package," which is opaque, certified by a third-party testing firm, and approved by relevant regulators. From there, customers will exit the retail space back into the entry vestibule.

RECORD-KEEPING PROCEDURES

Union Leaf is committed to maintaining records for business, operational, and personnel. Such records will be maintained securely and will be made available to any relevant authorities as needed. Union Leaf will maintain all financial records in accordance with its financial records policy. Personnel records will be kept for a minimum of 12 months after an employee terminates their employment relationship with Union Leaf.

All records will be stored securely as hard copies, and will be stored electronically in a secure electronic repository. All waste disposal records will be maintained in accordance with 935 CMR 500.105(15). All inventory records will be automatically stored by the POS system in accordance with 935 CMR 500.105(8).

Operating records will be kept in accordance with 935 CMR 500.105(1). A critical records retention policy will govern Union Leaf's personnel records. Each employee will have a personnel file, and that file will contain all documents related to the onboarding, background information, on-the-job training, disciplinary record, performance reports, and required notices for that employee.

Financial records, including, but not limited to, Profit / Loss statements, payroll information, accounting books, ledgers, invoices, copies of checks, and inventory cost and sales records will be maintained in perpetuity by Union Leaf. After statutorily permissible time periods, and when required by law, Union Leaf will securely shred any and all hard-copy records that it no longer wishes to maintain, in accordance with generally accepted practices, and delete electronic records according to industry-standard IT practices.

MAINTENANCE OF FINANCIAL RECORDS

Union Leaf is committed to timely and accurate financial reporting. In order to ensure compliance with local, state, and federal regulations, Union Leaf will prioritize the creation of a comprehensive accounting and reporting system, with a fully compliant records retention policy. Not only does this provide advantages to the business when dealing with financial institutions and with optimizing its sales stream, but it also allows it to consistently report high-quality and accurate financial information to relevant authorities when required.

Although one has not yet been selected, Union Leaf is committed to retaining the services of a Somerville-based accountant who will maintain books and financial records of the Company, to the highest business standards and to Generally Accepted Accounting Principles. Upon recommendation of the accountant, Union Leaf will integrate accounting software with our POS system of choice (currently CannaPoint) for complete and accurate financial reporting.

All financial records will be maintained indefinitely in both hard copy and in secure electronic form. Accounting will process and maintain records for any and all invoices, sales receipts, tax records, contracts, and payments to taxing authorities. Union Leaf's explicit goal is to ensure real-time knowledge of our financial position at any given moment, which requires disciplined accounting practices and diligent maintenance of financial records, which will be at all times compliant with regulations and transparent with regulators.

OPERATING INFORMATION:

MONITORING THE HEALTH IMPACTS OF RECREATIONAL MARIJUANA IN THE NEIGHBORHOOD AND ON LOCAL YOUTH.

Because the legalized marijuana industry is new, it presents a unique opportunity to monitor public health impacts. Union Leaf hopes to contribute to this monitoring in a number of ways. First, Union Leaf will participate in any relevant public health studies that are commissioned by local nonprofits, universities, and City or State governments, if asked.

Being a retail location, Union Leaf will have access to customer data that can be helpful in the creation of public health projects that have a wide-ranging positive impact and can inform the industry and how it develops. If it is permissible to anonymize and share such data with relevant groups or authorities, Union Leaf will be glad to provide such data to help monitor health impacts in the City and in the Commonwealth. Union Leaf's Community Liaison will reach out to relevant groups to determine if any studies are ongoing and which may best lend themselves to participation.

Additionally, marijuana is susceptible to contamination. Like with an outbreak of food contamination, it is incumbent upon those in the supply chain to do their best to take preventative measures. But, from time to time, outbreaks of contamination can happen. Union Leaf will be sure to monitor its inventory for any possible health issues, and will report immediately to relevant authorities if any issues are suspected. Union Leaf will also be in contact with local growers, suppliers, and retailers to ensure that lines of communication are open on all levels, and that any potential contamination is immediately known.

EDUCATING YOUTH AND FAMILIES ABOUT THE DANGERS OF EXPOSURE TO, AND THE CONSUMPTION OF, RECREATIONAL MARIJUANA.

Union Leaf is committed to educating all people, especially youth and families in the community, about the effects and dangers of the consumption of marijuana. While some members of the community may be more experienced with marijuana than others, Union Leaf will do its best to provide evidence-based information to educate and to make sure that marijuana consumption is carried out in a safe and legal manner. This responsibility falls on Union Leaf, but also on the entire marijuana industry.

Union Leaf will contribute to the maximum extent possible when it comes to providing educational opportunities. Educational opportunities are abundant, and will take many forms. First, for people 21 and older, Union Leaf's website will contain myriad information about the health effects and dangers of marijuana. This website will be accessible over desktop and mobile, and will have global reach.

Additionally, Union Leaf has sourced and begun discussions with a local marijuana educator. This educator will make regular appearances at the retail facility and will offer classes which cover topics for potential, novice, and experienced marijuana users. The curriculum provided by this educator will always include information about safe usage. It is likely that, due to regulations, these classes will only be available to members of the public who are 21 and older.

In order to educate youth and families in a compliant manner, Union Leaf will employ a different strategy: partnerships with local community agencies to provide educational programming, and written educational materials that are distributed in the community through various channels. Community agencies who work with youth and families are an important resources in the City, and Union Leaf's Community Liaison will form partnerships between the Company and those agencies after determining how to maximize positive impact. It may be the case that multiple local companies within the marijuana industry form a coalition centered around education of youth and families, and Union Leaf would gladly lend whatever support it can to these efforts.

Union Leaf plans to create written materials for distribution in the community. This written material will have content that is determined by evaluating high-quality educational material already in circulation in other localities, using best practices from the industry, and will be written in collaboration with the marijuana educator for maximum impact and effectiveness. Content will vary, but will generally be related to: raising awareness of marijuana use, marijuana laws, safe

consumption practices, public health concerns, risks, best practices for storage of marijuana, and human developmental issues related to marijuana use.

In order to sustain its efforts over time, Union Leaf will make sustained financial commitments to local community agencies, and provide financial contributions to them at regular intervals which will be ongoing, such that the community agencies can count on them. The exact timing and magnitude of these financial commitments will be determined as Union Leaf progresses towards opening its doors, and as the Community Liaison begins to form partnerships with selected agencies.

In addition, Union Leaf will undertake annual evaluations of its educational programming, which will include a roundtable discussion between owners, managers, employees, community agency representatives, and the marijuana educator. Those annual evaluations will determine how resources are deployed throughout the community to provide educational programming which has maximum positive impact.

INFORMING CUSTOMERS ABOUT RESTRICTIONS ON PUBLIC CONSUMPTION AND WORKPLACE USE, THE RISKS OF SECOND-HAND SMOKE, AND DANGERS OF OPERATING A MOTOR VEHICLE WHILE IMPAIRED.

Union Leaf will have a three-part strategy for informing customers and the public about public health issues that may arise around the consumption of marijuana. The three parts are: in-store information, online information, and public advertising. Each of these three parts form a cohesive strategy for Union Leaf to provide value to the community by keeping customers and the public informed about health risks, public consumption, workplace use, dangers of second-hand smoke, and dangers of operating a motor vehicle while under the influence of marijuana.

In-Store Information involves a strategy of providing written materials to customers inside the retail facility, as well as educational programming. Union Leaf is working with an outside consultant who will provide educational programming on a regular and ongoing basis. This programming will be designed to teach the public about all risks of smoking marijuana, as well as to educate new users about safe consumption and the legality of workplace or public use. Curriculum for this programming will be advertised in the retail facility and online. In addition to in-person programming, Union Leaf will always have pamphlets in its waiting area about safe consumption. New customers will be provided with pamphlets in their exit package (the final retail wrapping that leaves the facility with the customer). Union Leaf will look to city and state public health resources and associations to provide its users with up-to-date information that is correct, and evidence-based.

Online Information involves providing information and resources about marijuana consumption on Union Leaf's website and social media channels. There are many high-quality, data-driven websites that provide information about marijuana consumption, and associated legal issues. Union Leaf will have a portion of its website dedicated to directing users to those website resources, and will serve as a repository of reliable information. As Union Leaf begins to market itself through social media channels, it will use those channels to provide links to relevant articles on an ongoing and consistent basis. Union Leaf's digital strategy includes providing information for people of all levels of experience with marijuana use, and making sure its customer base is informed about any risks they are taking.

Public Advertising will be part of Union Leaf's strategy of informing the public about legal concerns, especially operating a vehicle under the influence of marijuana. Union Leaf will assess the public advertising strategies of other local dispensaries, and advertise health risks to the general public based on the success of those campaigns. Union Leaf will evaluate its entire

three-part strategy on a regular and ongoing basis, and provide updates to it when necessary, and at the advisement of public health groups or officials.

MARKETING AND ADVERTISING

Marketing is a core component of Union Leaf's business strategy. Advertising, both online and through traditional methods, is part of Union Leaf's marketing mix. All marketing will be undertaken in a thoughtful and compliant manner, in accordance with 935 CMR 500.105 et. seq. This compliant marketing and advertising will allow Union Leaf to grow its customer base, and to remain a successful and committed part of the Somerville business community for years to come.

First, Online Advertising will come in two primary forms: website and social media. Both forms will comport with the regulation that at least 85% of all viewers of that advertising must be at least 21 years old, as determined by reliable, third-party data. No advertising will be targeted at minors, nor contain images that are designed to appeal to minors. Given those restrictions, Union Leaf will maintain a website for online advertising and educational purposes.

The website, like alcohol-related websites, will contain a "layover" which will ask users if they are over 21. If they are not, the website will redirect them to a safe website. Otherwise, the user, over 21, will be brought to Union Leaf's website.

Website content has not been finalized, but will contain information about marijuana use, health effects, and will direct users to come to Union Leaf in order to make a purchase. Union Leaf expects that its website will help to augment foot traffic over time.

Social Media is an important component of a modern marketing and advertising strategy. While remaining compliant with restrictions on user base (must be reliably estimated that 85% of users are 21 or older), Union Leaf will use various forms of social media as part of its marketing and advertising strategy. This will include, but not be limited to: Facebook, Instagram, Snapchat, Twitter, YouTube, and similar, well-known and recognized social media platforms. Not all advertising content will be structured around generating foot traffic to the retail facility, some will be to promote reasonable and healthy consumption, and some will be to educate potential consumers.

There are numerous regulations around advertising content, and Union Leaf will be compliant at all times with those content regulations. 935 CMR 500.105 et. seq. contain language around the prohibition of use of certain types of advertising. This list includes a prohibition of the use of "colloquial references," certain signage, pop-up internet ads, placement on apparel, giveaways, and others. Union Leaf will employ advertising that strictly avoids all of the items prohibited in the regulations.

Union Leaf will also not make any "false or misleading claims" about marijuana or marijuana use, as required by regulations. The regulations also require that certain warnings and disclosures are made in marketing and advertising, and Union Leaf will require that those disclosures are made on all public-facing marketing materials. This includes, but is not limited to, the phrase that consumers should "Please Consume Responsibly", printed conspicuously on advertisements. Advertisements will also have any disclosures as required by regulations, and disclosures of potential side-effects or warnings as required by regulations.

SOURCES OF THE APPLICANT'S INVENTORY OR MANUFACTURING MATERIALS.

Union Leaf will source its inventory from local, regulated, and licensed marijuana producers. While Union Leaf has not chosen precisely which products it will offer for sale in its retail location, the following are suppliers which Union Leaf has already spoken with or will speak with regarding supply: Sira Naturals, Revolutionary Clinics, Theory Wellness, Patriot Care, Cultivate Holdings, New England Treatment Access. All of these producers are currently licensed, and Union Leaf may pursue supply contracts with them, or with other licensed producers who come into the market in the near future.

PACKAGING AND LABELING

Union Leaf is committed to ensuring that packaging and labeling of all marijuana products is compliant with relevant regulations, with the goal of protecting the end user and those who may have incidental contact with marijuana products.

All packaging for Union Leaf's marijuana products will be compliant with child-resistant standards set forth by the Consumer Product Safety Commission, and will be tested by a third-party packaging firm, as required by regulations. Union Leaf will not deviate from regulated packaging that has been approved by a third-party packaging firm as child resistant, and will have processes and procedures to ensure that all packaging is compliant before being put out for display in the retail facility.

Child-resistant packaging is required, and such packaging must be significantly difficult for children to open, while not having an impact on proper use by adults. Union Leaf will not use any packaging that is not compliant with all relevant regulations. Exit packaging will be opaque, and will be compliant with all regulations. If any warnings or disclosures are required by regulations, Union Leaf will ensure that those warnings or disclosures are made properly.

EMPLOYMENT, WAGES AND BENEFITS.

Union Leaf values its place in Somerville, and will strive to source employment applicants from Somerville. When possible, applicants who live in Somerville will be prioritized for hiring. Salary and wage ranges for Union Leaf employees will be set with the goal of providing all employees a "Living Wage." Union Leaf's ownership is comprised entirely of Somerville residents, who understand the high costs associated with living in Somerville, and will shape its wages around those high costs.

Although not finalized, Union Leaf is looking to hire retail employees at a starting wage of \$16 per hour. As training and skills progress for retail employees, Union Leaf hopes that those wages will rise to the level of around \$20-22 per hour. These wages are significantly higher than other retail establishments in Somerville and in the region.

For managers, Union Leaf is targeting a full-time salary range of approximately \$55,000 - \$65,000 per year, plus a compelling benefits package, which will include health insurance.

In addition to insurance, Union Leaf is exploring a number of additional benefits, including metric-based bonuses, 401(k) matching, and paid maternity/paternity leave.

One of the chief issues facing retail employees is that of scheduling. Union Leaf is committed to providing all employees with consistent, reliable work schedules ahead of time, so that they can better plan their schedules outside work. Union Leaf's long-term goal is to promote from within, and to provide opportunities for retail employees to become managers over time.

The marijuana retail business will be a competitive one, and Union Leaf plans on attracting high-quality and competent candidates by offering training, wages, and benefits that match or outpace competitors. Given the small footprint of our retail facility, Union Leaf is targeting between 10 and 20 employees (a mix of full- and part-time), which may be increased as brand awareness and retail traffic increases.

In addition to retail employees and managers, Union Leaf will employ a currently unknown number of other employees, including a brand manager, digital strategy director, and social media expert. While compensation for these positions has not been set or titles finalized, salaries or wages for these positions will be commensurate with experience, and with the market for such skills in the Greater Boston area.

USING SUSTAINABLE GREEN PRACTICES AND RENEWABLE ENERGY SOURCES.

Union Leaf, the City of Somerville, and the Commonwealth of Massachusetts share the common goal of reducing energy consumption and committing to green practices. In addition to meeting all energy efficiency standards and environmental regulations, the new build-out of Union Leaf's retail facility will allow for sustainable practices that go above and beyond regulations.

Union Leaf plans to select fixtures, equipment, and systems that are the most efficient possible for the space. Union Leaf's lighting will be comprised of ultra-high-efficiency LED lighting sources wherever possible. HVAC systems will be state-of-the-art, which has the dual purpose of protecting marijuana product and providing heating and cooling in the most energy efficient manner possible.

During Union Leaf's retail facility construction process, there will be consultations with energy efficiency experts who will make recommendations to the build team. Union Leaf is committed to providing sufficient capital to the construction process such that no corners will be cut in regards to energy efficiency. Union Leaf also commits to a periodic review of energy efficiency, as technology in that field evolves rapidly, and new technologies are released to the public consistently. Capital improvements for energy efficiency purposes will be part of Union Leaf's long-term plan.

Union Leaf will opt for the most renewable energy mix available on the market.

CELEBRATING THE DIVERSITY OF SOMERVILLE'S PEOPLE, CULTURES, HOUSING, AND ECONOMY.

Somerville is a city of residents from many different backgrounds, cultures, and economic strata - this is part of what makes Somerville a unique, interesting, and resilient place. Union Leaf has plans to serve the entire community in which it is located, not just any particular group, culture, or type of customer. The ownership of Union Leaf is comprised of 100% long-term residents of Somerville, who have lived and served the community for long enough to understand its cultural and economic dynamics.

Having 100% resident-owners also means that Union Leaf is highly invested in the future of Somerville, and the business is aligned with the goals of SomerVision. Union Leaf's ownership will ensure that management and employees reflect the diverse nature of Somerville, as they source, screen, and employ candidates. Union Leaf hopes to be a leader in the industry when it comes to promoting the goal of hiring city residents from all different backgrounds.

Somerville's unique and diverse culture means that there are celebrations of all kinds throughout the city, especially in Union Square, where Union Leaf will be situated. From Honk! to the Fluff Festival, Union Leaf plans to support community events that take place in the streets and squares. As Union Leaf goes through the process of setting up its retail facility, it will reach out to multiple community groups through its Community Liaison, to see where its support - financial or otherwise - may be needed. The residents who attend these festivals are also Union Leaf's primary customer base, so it makes business, as well as civic, sense to provide support to these events.

Displacement of residents is an unfortunate side-effect of market forces and rising housing prices, which have been particularly acute in Somerville over the past decade. Union Leaf recognizes displacement as a problem for Somerville residents and its customer base, which is why Union Leaf plans to hire and retain Somerville residents and pay living wages, as discussed elsewhere in this application. Hopefully, by employing 10-20 Somerville residents at living wages (along with solid benefits), Union Leaf can do its part to reduce displacement in Somerville.

Job training is an important component of Union Leaf's plan to employ and retain quality employees from Somerville. After receiving quality on-the-job training, if an employee chooses to move on from Union Leaf, they may have alternative opportunities for high-wage employment that they would not otherwise have. This should translate into reduced displacement of residents,

and residents that can afford high-quality, stable housing throughout their careers, whether or not they stay with Union Leaf.

Somerville's economy is as diverse as its residents. From sole proprietors to massive businesses, the size and scope of Somerville's businesses is wide-ranging. This translates into Somerville having a resilient business culture that can support its people throughout economic downturns, and serve residents at various economic stages in their lives.

Union Leaf aims to be a cornerstone business in Union Square, one that can provide for its residents no matter the economic situation facing the nation or the region at any given time. Union Leaf is also in the unique position to require the services of many different professionals - from accountants and lawyers to architects and contractors. Union Leaf will prioritize the hiring of Somerville-based professionals, and will continue to inject capital into the local economy by hiring professionals who are based in Somerville whenever possible.

FOSTERING THE UNIQUE CHARACTER OF OUR RESIDENTS, NEIGHBORHOODS, HILLS AND SQUARES, AND THE STRENGTH OF OUR COMMUNITY SPIRIT AS EXPRESSED IN OUR HISTORY, OUR CULTURAL AND SOCIAL LIFE, AND OUR DEEP SENSE OF CIVIC ENGAGEMENT.

Somerville has long been a City of unique residents, distinctive neighborhoods, and historical significance. Union Leaf's ownership is comprised of 100% long-term Somerville residents, who have seen the city change through the past two decades, and are entirely committed to staying in Somerville in the future.

Somerville's residents - Union Leaf's neighbors and primary customers - are of utmost concern to Union Leaf. Union Leaf was proud to host Somerville's first ever neighborhood meeting regarding the establishment of a recreational dispensary, along with Union Square's two City Councilors, in which residents and other interested parties posed questions to management and their representatives. Union Leaf is committed to being a good neighbor to residents in Union Square and throughout the application process and throughout the life of the business. Union Leaf intends to invite all neighbors (21 and over) to come visit the retail shop and speak with management if they have a desire to do so, even if they do not wish to make a purchase.

Lines of communication -- through in-person interaction, email, and phone -- will always be open to Somerville residents and concerned members of the public. This way, residents can have a say in how the retail marijuana industry takes shape in the city they care so much about. Union Leaf will create and maintain a symbiotic relationship with the Union Square neighborhood. Union Square is incredibly unique and has massive potential to be of the main hubs for commerce in the region. Union Leaf hopes to be an anchor business that grows with the neighborhood, as it evolves into a more commercially and residentially mature location.

In order to make Union Square a destination for shoppers, prospective residents, and those attending festivals or frequenting local dining establishments, Union Leaf will contribute however it can to the vitality of the Square. In particular, Somerville has recently called for more displays of public art. Given that there cannot be non-opaque windows on the retail establishment, Union Leaf is planning on building a space for an art display on the front facade of the first floor of its retail facility. This will allow for rotating public art to be placed in a special gallery-like showcase, which faces directly into Union Square.

Somerville has long been a place of resilience - from its working-class residents to its vibrant immigrant population. These residents, on the whole, create a unique environment that is celebrated and treasured within the community. Union Leaf will use a portion of its proceeds on a regular and consistent basis to support local residents, small businesses, and social activities

throughout Somerville, and will be transparent about how those proceeds are donated to local organizations. If permitted by regulation, Union Leaf will also use its website and social media channels to promote local events (especially those that take place in or near Union Square). Union Leaf is also committed to ongoing civic engagement, and will use the same channels to notify residents of civic events of note, especially days when municipal voting is taking place.

INVESTING IN THE GROWTH OF A RESILIENT ECONOMIC BASE THAT IS CENTERED AROUND TRANSIT, GENERATES A WIDE VARIETY OF JOB OPPORTUNITIES, CREATES AN ACTIVE DAYTIME POPULATION, SUPPORTS INDEPENDENT LOCAL BUSINESSES, AND SECURES FISCAL SELF-SUFFICIENCY.

Union Leaf recognizes that it is a high-priority goal for Somerville's development that commercial squares, and life in the City generally, be centered around public transit. Union Leaf occupies space on Union Square, which already has bus transportation options, and will soon have MBTA rapid transit access at its doorstep. In fact, the new MBTA Green Line Extension stop will be almost directly across from Union Leaf's location.

Employees of Union Leaf will be generally expected to arrive to work via public transportation (or walking). Union Leaf is currently exploring how to best subsidize employee public transportation costs, and may offer transportation benefits as part of its overall benefits package. Union Leaf is committed to asking its customers to take public transit rather than use automobiles in an already congested area where it can be difficult to find parking.

Union Square is full of many different types of businesses, from high-end restaurants to local bars. New businesses enter the neighborhood all the time, adding to the eclectic mix of businesses that draw people to the square. Union Leaf will be a business that brings a great deal of new foot traffic.

During daytime hours, and especially on weekends, new businesses in Union Square, like Urban Axes, draw customers in at all times. These customers often visit multiple retail locations within Union Square, pairing multiple activities and purchases together. Because of this, the more businesses in Union Square that are "destination" or "anchor" businesses that draw people from outside the neighborhood or outside Somerville, the more secondary effects occur - leading people out of one shop into another, because of their proximity. In this way, a unique and novel business like Union Leaf would lead to all neighboring businesses seeing benefit from these secondary visits. This means employment on many different levels: janitorial/custodial, logistics/transportation, professional services, retail, and others.

Union Leaf proposes to be open the same hours as local medical marijuana dispensaries:

10AM - 8PM Monday - Saturday

10AM - 5PM Sunday

Every successful business in Union Square, and elsewhere in Somerville, brings more productive employment for the residents of the city and surrounding area.

Overall, the goal is to make sure that not only Union Leaf is successful, but also surrounding businesses. This leads to the creation of a thriving economic zone that will be self-sufficient for years to come. But, this requires a good mix of businesses that draw different people for different reasons. A recreational marijuana dispensary is a great addition to the mix of businesses and will certainly generate customer traffic for surrounding businesses.

PROMOTING A DYNAMIC URBAN STREETScape THAT EMBRACES PUBLIC TRANSPORTATION, REDUCES DEPENDENCE ON THE AUTOMOBILE, AND IS ACCESSIBLE, INVITING AND SAFE FOR ALL PEDESTRIANS, BICYCLISTS AND TRANSIT RIDERS.

Union Leaf has a unique location in Union Square. For the last year, and for several more years, the character and nature of Union Square has and will be changing. Currently, Union Square is underserved by public transportation. While it is on some transit routes, it does not have any nearby MBTA rapid transit access. This will be changing as the Green Line Extension project (GLX) completes its work on a Union Square station. At that point, Union Square will be served by MBTA rapid transit, which will be located a very short walk from Union Leaf's doorstep. This means that Union Square, and Union Leaf, will be more easily accessible.

The current bus lines that serve Union Square, the stops for which are located steps from Union Leaf are: CT2, 85, 86, 87, 88 and 91. Internally to the Company, Union Leaf hopes to provide subsidized mass transit passes to its employees, although the exact scope of a transit subsidy program is currently unknown.

Union Leaf's location directly on Union Square means that it will be accessed mostly by pedestrian traffic. This pedestrian traffic will come from numerous origin points: local residents within walking distance, employees of nearby companies on their way home from work, people visiting Union Square for its other destinations, and commuters passing through on the Green Line Extension.

There is limited public parking available in Union Square, so Union Leaf will be mostly focused on having customers avoid automobile use. A notice that customers would be better served by public transportation, rather than driving, will be placed on Union Leaf's website.

Union Leaf will be a financial contributor to neighborhood organizations, such as Union Square Main Streets. Union Leaf has begun a dialogue with Union Square Main Streets to figure out how to be the best neighbors possible; this will mean supporting public transit, bicycle, and pedestrian access in Union Square, especially as major construction projects in the area begin to wrap up over the next 2-5 years.

While Union Leaf is limited by its small footprint in Union Square, and will only be able to install bicycle racks for employees in the back of the retail facility, it will push for the installation of additional bicycle racks throughout Union Square and the surrounding neighborhoods. Currently, Union Square is served by a "Blue Bikes" bike-sharing location, and Union Leaf will research how to best push customers into using that resource, and possibly to subsidize the use of the bike-sharing program by its employees.

BUILDING A SUSTAINABLE FUTURE THROUGH STRONG ENVIRONMENTAL LEADERSHIP, BALANCED TRANSPORTATION MODES, ENGAGING RECREATIONAL AND COMMUNITY SPACES, EXCEPTIONAL SCHOOLS AND EDUCATIONAL OPPORTUNITIES, IMPROVED COMMUNITY HEALTH, VARIED AND AFFORDABLE HOUSING OPTIONS, AND EFFECTIVE STEWARDSHIP OF OUR NATURAL RESOURCES.

Union Leaf is committed to being a leader in environmental stewardship for retail marijuana establishments. There are two primary reasons why Union Leaf is uniquely positioned to be a leader in environmental stewardship: Union Leaf's small retail footprint, and its construction buildout, which will be centered around the most efficient energy use possible.

First, Union Leaf is a small retail outlet. The portion of the facility that is accessible to customers is under 1,400 square feet, the same size as a moderately-sized apartment. This means that, while there is less retail space, there are also fewer concerns about HVAC, lighting, and other energy consumption that would normally be present in a larger space. If Union Leaf is permitted by the City of Somerville to build two stories above the retail facility (one story for a community space, and one story for management offices), those floors will share the same state-of-the-art HVAC system and same high-efficiency lighting as the first-floor retail space. The entire building will be controlled by a centralized control system, which will be set to the highest efficiency settings. Union Leaf is committed to meeting the high efficiency standards set by the City, and the Commonwealth.

During the build-out of the retail space and the build-out of the remainder of the facility, Union Leaf will have its architect and its builder design and build to the highest energy efficiency standards. As much as is permissible by regulations, Union Leaf will utilize the natural lighting that comes into the building as a method of lighting and heating the facility. Natural light will not necessarily be a big factor in the retail space (first floor), because of restrictions on windows, but it will be a factor for the proposed second and third floors.

All lighting, HVAC and energy-consuming devices will be evaluated for compliance with building codes, as well as energy efficiency, before they are put into use. Being a facility that lacks accessibility by car means that Union Leaf encourages the use of public transportation and alternative (non-automobile) transit. Transit options are discussed in detail elsewhere in this Application.

Being in Union Square means that Union Leaf is uniquely positioned to have an influence on one of Somerville's great commercial districts and community spaces. Union Leaf wishes to be an

enduring presence in Union Square, and that means being a good steward of that space, and a good neighbor to all who occupy it.

Union Square is, primarily, a public space, for use by the community. It is a gathering place, and a place where a great amount of socializing occurs in Union Square's many bars, restaurants, and communal areas.

The ownership of Union Leaf has owned the building at 71-72 Union Square for nearly two decades. In that time, the owner has been a good neighbor by supporting other neighboring businesses, preventing loitering in the Square, offering job opportunities to neighbors and Somerville residents, staying in the same location for almost twenty years, supporting Union Square festivals and community activities, contributing to Union Square Main Streets financially and with other support. Supporting educational opportunities and schools in Somerville is a priority for Union Leaf.

In addition to increasing the commercial tax base of the city, the Community Liaison will be in charge of reaching out to local community agencies which work on job skills and training, and determining how we can best support those programs. While Union Leaf is limited to employees and staff of 21 years or older, ownership hopes to find opportunities to improve education in the City. Public Health is of utmost concern for the entire marijuana industry. Please see elsewhere in this Application for a discussion of Union Leaf's commitment to community education on health effects of marijuana. Please also see elsewhere in this Application for a detailed discussion of Union Leaf's commitment to reducing tenant / housing displacement in Somerville.

COMMITTING TO CONTINUED INNOVATION AND AFFIRMATION OF OUR RESPONSIBILITY TO CURRENT AND FUTURE GENERATIONS IN ALL OF OUR ENDEAVORS; BUSINESS, TECHNOLOGY, EDUCATION, ARTS AND GOVERNMENT, INCLUDING YOUR NEIGHBORS (WITHIN 300 FEET), CITY YOUTH, AND THE CITY AS A WHOLE.

Union Leaf is committed to innovating in its business, and hiring Somerville-based innovators who can promote its business in new and exciting ways. Over time, more and more marijuana retail businesses will enter the market, in Somerville and elsewhere in the region. This means that it will be very important to find ways to help Union Leaf stand out from its competition.

Innovation in marketing, sales technology, products, and services will allow Union Leaf to maintain a competitive edge in the market. Union Leaf is currently exploring strategic partnerships with service providers through Somerville, and hope that these businesses thrive in Somerville for a very long time.

As discussed elsewhere in this Application, Union Leaf is committed to local arts and education. For artists, Union Leaf will serve as a public art display gallery, which will likely showcase art by local artists that rotates from time-to-time.

Given Union Leaf's ownership's positive track record of forming and keeping businesses in Somerville (including a craft beer and wine store, an Indian & Nepalese restaurant, and a real estate rental business), Union Leaf expects to also thrive in Somerville over the long-term. For Union Leaf's ownership, this application is a long-term and serious commitment to operating a high-quality business that is a good neighbor, consistent with ownership's other Somerville businesses.

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

QUALITY CONTROL AND TESTING

Quality Control

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

1. Any Union Leaf agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Union Leaf 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 Leaf'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 Leaf'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 Leaf'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 Leaf 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 Leaf'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 Leaf'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 Leaf's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Union Leaf will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Union Leaf acknowledges and understands that the Commission may require Union Leaf to demonstrate the intended and actual use of any toxic items found on Union Leaf's premises;
11. Union Leaf will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Union Leaf's needs;
12. Union Leaf's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;

13. Union Leaf will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Union Leaf 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 Leaf 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 Leaf'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 Leaf will ensure that Union Leaf's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

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

with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

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

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

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

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

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

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or

Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

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

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

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

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

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

Upon providing a Quality Control Sample to an employee, Union Leaf will record:

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Union Leaf Inc. ("Union Leaf") will securely maintain personnel records, including registration status and background check records. Union Leaf will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Union Leaf will undergo a detailed background investigation prior to being granted access to a Union Leaf facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Union Leaf 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 Leaf 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 Leaf 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 Leaf will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.

- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Union Leaf or the Commission.

Personnel Policies and Training

As outlined in Union Leaf'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 Leaf agents are required to complete training as detailed in Union Leaf's Qualifications and Training plan which includes but is not limited to Union Leaf'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 Leaf 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 Leaf operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

Union Leaf Inc. ("Union Leaf") 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 Leaf documents. Records will be stored at Union Leaf 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 Leaf 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 Leaf's quarter-end closing procedures. In addition, Union Leaf's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Union Leaf.

- Personnel Records

At a minimum, Personnel Records will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Union Leaf and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Union Leaf 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 Leaf will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer
 - Union Leaf will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Union Leaf will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .

- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Union Leaf for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Union Leaf's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Union Leaf will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Union Leaf agents present during the disposal or other handling, with their signatures. Union Leaf will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Union Leaf is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Union Leaf will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Union Leaf's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Union Leaf shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Union Leaf closes, all records will be kept for at least two (2) years at Union Leaf's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Union Leaf 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 Leaf's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of Union Leaf's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Union Leaf operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Union Leaf, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Union Leaf's website.
- Policies and procedures for the handling of cash on Union Leaf premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;

- Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Union Leaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Union Leaf.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Union Leaf determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and

- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Union Leaf shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

Union Leaf will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Union Leaf discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Union Leaf 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 Leaf's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A Union Leaf Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

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

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

Basic Core Curriculum

Union Leaf Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.

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

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

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

ENERGY COMPLIANCE PLAN

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

Potential Energy-Use Reduction Opportunities

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

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

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

Renewable Energy Generation Opportunities

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

Strategies to Reduce Electric Demand

Union Leaf is considering the following strategies to reduce electric demand:

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

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

Opportunities for Engagement with Energy Efficiency Programs

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

DIVERSITY PLAN

Overview

Union Leaf Inf. ("Union Leaf") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Union Leaf has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Union Leaf's operations.

Goals

In order for Union Leaf to promote equity for the above-listed groups in its operations, Union Leaf has established the following goals:

1. Ensuring that at least 25% of the contractors and third-party vendors utilized by Union Leaf will be MBEs, WBEs, VBEs, LGBTBEs, or DOBEs (as certified by the Massachusetts Supplier Diversity Office); and
2. Implementing a workforce development program that emphasizes diversity and inclusion at Union Leaf through trainings for all employees no less than annually.

Programs

Union Leaf has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. When engaging with suppliers and vendors for goods and services, Union Leaf will refer to the Massachusetts Supplier Diversity Office's Directory of Certified Businesses to identify and work with certified business enterprises in the Commonwealth. Union Leaf will consistently monitor and audit the makeup of all suppliers and vendors;
2. Ensuring that all employees participate in the workforce development trainings no less than annually. At a minimum, the training provided will include:
 - a. Awareness of diversity of all kinds;
 - b. How to interact with people of diverse backgrounds;
 - c. Unconscious bias training;
 - d. Benefits of diversity; and
 - e. Workplace expectations around diversity.
3. Soliciting ongoing, anonymous feedback from Union Leaf employees with respect to the effectiveness of Union Leaf's diversity initiatives through an annual survey.

Measurements

The Diversity Training Specialist will administer the Plan and will be responsible for developing measurable outcomes to ensure Union Leaf continues to meet its commitments. Such measurable outcomes, in accordance with Union Leaf's goals and programs described above, include:

- Completing an annual evaluation of diversity in its supply chain by cross-referencing Union Leaf's suppliers and vendors with the Massachusetts Supplier Diversity Office and ongoing engagement with such businesses.
- Tracking the number of diversity trainings that are given to employees, including documentation of mandatory employee participation in such training; and
- Completing an annual evaluation of diversity in its workforce, through voluntary employee questionnaires.

Beginning upon receipt of Union Leaf's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Union Leaf will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Diversity Training Specialist will review and evaluate Union Leaf's measurable outcomes no less than twice annually to ensure that Union Leaf is meeting its commitments. Union Leaf is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Union Leaf 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 Leaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.