



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Cultivator

#### General Information:

License Number: MC281370  
Original Issued Date: 11/26/2018  
Issued Date: 11/07/2019  
Expiration Date: 11/26/2020

Payment Received: \$1250      Payment Required: \$5000

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 1620 Labs, LLC

Phone Number: 978-846-2061      Email Address: welibero@yahoo.com

Business Address 1: 1 Exchange Street      Business Address 2:  
Business City: Athol      Business State: MA      Business Zip Code: 01331  
Mailing Address 1: P.O. Box 480      Mailing Address 2:  
Mailing City: Athol      Mailing State: MA      Mailing Zip Code: 01331

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Lesbian, Gay, Bisexual, and Transgender Owned Business

### 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: 30      Percentage Of Control: 34

Role: Owner / Partner      Other Role:

First Name: Wayne      Last Name: Elibero      Suffix:

Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30      Percentage Of Control: 33

Role: Owner / Partner      Other Role:

First Name: Douglas      Last Name: Reepmeyer      Suffix:

Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30      Percentage Of Control: 33

Role: Owner / Partner      Other Role:

First Name: David      Last Name: Levy      Suffix:

Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 4

Percentage Of Ownership: 10      Percentage Of Control:

Role: Owner / Partner      Other Role:

First Name: Michael      Last Name: Lance      Suffix:

Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

## ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

## CLOSE ASSOCIATES AND MEMBERS

No records found

## CAPITAL RESOURCES - INDIVIDUALS

### Individual Contributing Capital 1

First Name: Wayne      Last Name: Elibero      Suffix:

Types of Capital: Monetary/Equity      Other Type of Capital:      Total Value of the Capital Provided: \$200000      Percentage of Initial Capital: 33.34

Capital Attestation: Yes

### Individual Contributing Capital 2

First Name: Douglas Last Name: Reepmeyer Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 33.33

Capital Attestation: Yes

#### Individual Contributing Capital 3

First Name: David Last Name: Levy Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 33.33

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Exchange Street

Establishment Address 2:

Establishment City: Athol Establishment Zip Code: 01331

Approximate square footage of the Establishment: 4832 How many abutters does this property have?: 4

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

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community-Outreach-Meeting-Attestation-Form.pdf	pdf	5af70e22a6b56e3d67571c90	05/12/2018
Plan to Remain Compliant with Local Zoning	Zoning Compliance Plan 1620 Labs.pdf	pdf	5b300ca607462b506437a459	06/24/2018
Plan to Remain Compliant with Local Zoning	Special Permit Approval - ME - One Exchnage Street.pdf	pdf	5b3f9f18a208e331ed150f91	07/06/2018
Certification of Host Community Agreement	Host Community Agreement Certification Form Final.pdf	pdf	5b4dfd95af6a93eb9cd8a61	07/18/2018

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.: \$-1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Date generated: 09/28/2020

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	1620 Plan for Positive Impact.pdf	pdf	5b9430335a6f093923e51246	09/08/2018

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:

First Name: Wayne Last Name: Elibero Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 2

Role: Other Role:

First Name: Douglas Last Name: Reepmeyer Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 3

Role: Other Role:

First Name: David Last Name: Levy Suffix:

RMD Association: Not associated with an RMD

Background Question: no

##### Individual Background Information 4

Role: Other Role:

First Name: Michael Last Name: Lance 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
Secretary of Commonwealth - Certificate of Good Standing	MA Scretary of State Certificate of Good Standing 1620 Labs05092018.pdf	pdf	5af3874ba999e33d8506376b	05/09/2018
Department of Revenue - Certificate of Good standing	MA DOR Certificate of Good Standing.pdf	pdf	5af3875eb2a9e2046441bdbc	05/09/2018
Bylaws	1620 Labs Operating Agreement Executed.pdf	pdf	5afca6125ba56c042922c0a0	05/16/2018
Articles of Organization	1620 Labs LLC Certificate of Organization.pdf	pdf	5b8aa68f4e62492d8f3452df	09/01/2018



Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	MA DUA Certificate of Good Standing - 1620 Labs.pdf	pdf	5d83d96ddfdeea2264a66ced	09/19/2019
Department of Revenue - Certificate of Good standing	MA DOR Certificate of Good Standing for 1620 Labs, LLC 9-23-2019.pdf	pdf	5d88cb4818dd08088bb4dd2b	09/23/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from Secretary of the Commonwealth of MA - 1620 Labs 9-19-2019.pdf	pdf	5d8c33242e767115bf436b57	09/25/2019

Massachusetts Business Identification Number: 001324893

Doing-Business-As Name:

DBA Registration City: Athol

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	1620 Labs, LLC Business Plan 6-24-2018_0001.pdf	pdf	5b3022c810757543fbca74dd	06/24/2018
Plan for Liability Insurance	PLAN FOR OBTAINING LIABILITY INSURANCE - CannGen (1 of 2).pdf	pdf	5b97288318807b2d67c41538	09/10/2018
Plan for Liability Insurance	Plan for Liability Insurance (2 of 2) -CannGenn Liability Insurance Application.pdf	pdf	5b97289d185bb22d7106752a	09/10/2018
Proposed Timeline	1 Exchange Street, Athol, MA Timeline for achieving operations - 1620 Labs, LLC.pdf	pdf	5bd370914088250d697fc33a	10/26/2018
Proposed Timeline	1 Exchange Street Athol - Updated Timeline of Operations - 1620 Labs, LLC.pdf	pdf	5d84e390271f0d1dcaf33e71	09/20/2019

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Policy for Separating Recreational from Medical Operations.pdf	pdf	5b300eb15617f143c98bb601	06/24/2018
Prevention of diversion	Prevention of Diversion.pdf	pdf	5b3010a2b47dfe43b93ec250	06/24/2018
Storage of marijuana	Policy and Procedure for Storage of Marijuana.pdf	pdf	5b301101a6220743bfd9d7c1	06/24/2018
Inventory procedures	Policy for Inventory.pdf	pdf	5b3011415617f143c98bb60b	06/24/2018
Quality control and testing	Policy for Quality Control and Product Testing.pdf	pdf	5b301183e0abb143d3546542	06/24/2018
Dispensing procedures	Policy for Dispensing.pdf	pdf	5b3011a861b87343dda30915	06/24/2018
Personnel policies including background	Personnel Policies.pdf	pdf	5b3011f7b797ff43e7a50887	06/24/2018

checks				
Record Keeping procedures	Record Keeping Procedure.pdf	pdf	5b3012528d1e3843f1b0043d	06/24/2018
Maintaining of financial records	Maintenance of Financial Records Policy and Procedure.pdf	pdf	5b30128810757543fbca74cf	06/24/2018
Diversity plan	Diversity Plan.pdf	pdf	5b3012b5b47dfe43b93ec254	06/24/2018
Qualifications and training	Qualifications and Training Policy and Procedure.pdf	pdf	5b3013035617f143c98bb60f	06/24/2018
Policies and Procedures for cultivating.	Cultivation - 1 Exchange Street.pdf	pdf	5bd37148813a010d917ab9e1	10/26/2018
Transportation of marijuana	Policy for the Transportation of Marijuana - 1 Exchange Street.pdf	pdf	5bd3725d4088250d697fc33e	10/26/2018
Restricting Access to age 21 and older	Policy for Limiting Access to Age 21 and Older - 1 Exchange Street.pdf	pdf	5bd372b3bcbac00d7d74a117	10/26/2018
Security plan	Security System Plan 1620 Labs - 1 Exchange Street.pdf	pdf	5bd373ddd912bf0445fe4ca4	10/26/2018
Diversity plan	Diversity Plan Updated Oct 2019.pdf	pdf	5db2ef6d51e4622fd806ad2e	10/25/2019

#### 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 Progress or Success Goal 1

**Description of Progress or Success:** Due to the fact that 1620 Labs, LLC has not yet commenced business operations, the company's positive impact plan has not yet been fully implemented. However, the company is proud of the fact that more than 80% of the vendors/suppliers/contractors used by 1620 Labs are local to the Athol/Gardner/Fitchburg Area including the following:

D R Poulin Construction Co., Inc. (Fitchburg, MA)  
inConcert Web Solutions (Gardner, MA)  
Fire Pro-tec NE, Inc. (East Templeton, MA)

Sunnier Days Construction LLC (Erving, MA)  
Emerald City Indoor Garden Supply (Westminster, MA)  
Joseph A. Mallet & Son, Inc. (Athol, MA)  
Ron's Fuel, Inc. (Athol, MA)  
Stephanie Audette Design, LLC (Grafton, MA)  
CLEARTECHGROUP (Leominster, MA)

In coordinating with the above vendors alone, 1620 Labs has invested more than \$1 million into the local economy. When the company is fully operational it will fully implement its positive impact plan.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

**Description of Progress or Success:** Due to the fact that 1620 Labs, LLC has not yet commenced business operations, the company's Diversity Plan has not yet been fully implemented. However, the company is proud of the fact that more than 25% of its ownership group is LBGTQ and 22% of the vendors that have currently been used by 1620 Labs are owned by or whose employees are a majority of women. Please note that the company does not currently have any employees and therefore our current diversity plan cannot accurately be evaluated or measured.

1620 Labs is committed to achieving the following goals through its Diversity Plan:

1. Our goal at 1620 Labs is to create a workplace and management team that will be as diverse as possible. Our goal will be focused to attract and retain qualified employees who are 1) Minorities, 2) Women, 3) Veterans, 4) People with disabilities; and 5) Individuals who are LBGTQ and/or identify as a non-normative sexual identity.

We aim to have 50% of our workforce female and 25% will be a combination of minorities, veterans, people with disabilities, and Individuals who are LBGTQ and/or identify as a non-normative sexual identity.

2. Make the 1620 Labs workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.

We aim to have an 85% retention rate and a 95% positive job satisfaction rating from all employees as it pertains to workplace inclusion, safety and environment.

3. 1620 Labs, LLC also will include our suppliers and wholesale partners into our diversity plan by making every effort to engage with businesses owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities and individuals who are LBGTQ and/or identify as a non-normative sexual identity.

It is our goal to have 20% of our suppliers, contractors and industry wholesale partners meet the criteria above.

Once the company receives its Certificate of Occupancy from the Town of Athol and business operations can commence, the company will be more capable of fully implementing its Diversity Plan.

## HOURS OF OPERATION

<b>Monday From: 9:00 AM</b>	<b>Monday To: 6:00 PM</b>
<b>Tuesday From: 9:00 AM</b>	<b>Tuesday To: 6:00 AM</b>
<b>Wednesday From: 9:00 AM</b>	<b>Wednesday To: 6:00 PM</b>
<b>Thursday From: 9:00 AM</b>	<b>Thursday To: 6:00 PM</b>
<b>Friday From: 9:00 AM</b>	<b>Friday To: 6:00 PM</b>
<b>Saturday From: Closed</b>	<b>Saturday To: Closed</b>
<b>Sunday From: Closed</b>	<b>Sunday To: Closed</b>

# 1620 Labs, LLC

2018 Business Plan

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## **INTRODUCTION**

1620 Labs, LLC ("1620 Labs") intends to apply to the Cannabis Control Commission (the "Commission") to operate as a Tier 3 (maximum 20,000 SF of grow canopy) marijuana cultivation and manufacturing business as that term is defined by and in the regulations of Commission at 935 CMR 500, at the properties located at 1 Exchange Street and 20 Tunnel Street & 503 South Street, Athol, MA 01331 pursuant to G. L. c. 94G and 935 CMR 500.

## **BUSINESS DESCRIPTION**

1620 Labs has executed a Purchase Agreement to acquire both the property located at 1 Exchange Street and the property located at 20 Tunnel Street & 503 South Street in Athol, Massachusetts. Located in a General (G) business zone, the properties are comprised of five contiguous tax parcels. 1 Exchange Street is improved with a 4,832 SF main building and a 1,147 SF storage shed. The buildings were constructed in 1996 and were used as an Agway lawn, garden, pet products, farm and equine supplies store until sometime in 2015. The property has been vacant since 2015 and was foreclosed upon in May 2016 by People's Bank (Springfield, MA). 20 Tunnel Street (7,000 SF) and 503 South Street (13,000 SF) consist of two connected three-story mill buildings that were built circa 1870. Marijuana establishment uses are allowed under the current zoning bylaws per the town of Athol (approved by Town Meeting on March 4, 2018 and the Massachusetts Attorney General's Office on April 4, 2018) via Special Permit and the property complies with all marijuana use zoning requirements including the 500-Foot required buffer zone from local schools and parks.

1620 Labs plans on using the property to house a Tier 3 (maximum 20,000 SF of grown canopy) marijuana cultivation and manufacturing business for adult recreational use. The business will grow the marijuana organically, utilizing an alternative agricultural system that relies on fertilizers of organic origin such as compost, manure, green manure, and bone meal. 1620 Labs, LLC will also adopt a natural pest control methodology and use such natural products as mint oil, orange peels, and diatomaceous earth as well as beneficial insects including ladybugs, praying mantises, and nematodes.

Phase 1 of 1620 Labs, LLC's business plan will focus solely on the conversion of the building at 1 Exchange Street into a Marijuana Establishment. 1 Exchange Street is currently divided into a 2,960 SF finished area located at the front of the building that was originally used as the Agway retail store and a back 1,872 SF warehouse space. Upon receipt of the Special Permit from the Town of Athol (pending after a June 6, 2018 public hearing) and license approval from the Massachusetts Cannabis Control Commission, 1620 Labs, LLC plans on converting the warehouse space immediately into marijuana cultivation space in compliance with state guidelines. An additional 1,000 SF of cultivation space is also planned for the front former retail area of the building in addition to a mother room, clone room, trimming/drying room, vault, kitchen/lab/processing area, storage area, and security/surveillance room (See Exhibit 3). It is the goal to have the initial build-out of the facility to be completed by September 1, 2018. Further cultivation expansion (Phase 2) is planned for the larger buildings at 20 Tunnel Street and 503 South Street within 24 months of business operations commencing.

### **Building Security**

Property Security will be compliant with all state guidelines and will include the following:

- Perimeter Fencing.
- Windowless Facility.
- Limited Access to Employees and Vendors Only (Min Age 21) Resulting in a Low Risk of Diversion of Product to Minors.
- Grow Rooms and Lab Area Electronically Secured.
- Finished Marijuana and Products Stored in Vault or Safe.
- Exterior Perimeter Lighting on Buildings.
- Interior Motion Detection During Non-Business Hours.
- Exterior and Interior Video Surveillance per State Requirements with 24-hour recording.
- Duress, Panic, or Hold Up Alarms connected to local law enforcement.
- Back-up Security System.
- New Exterior Security Doors.
- Refuse to be Removed from Property in accordance with State Guidelines.
- Transportation of Products from Property Contracted Out to Licensed Third Party Vendors.

### **Odor Control**

All odor producing activities from the growth of cannabis will be isolated from the exterior environmental and other non-growing areas of the facility.

All grow rooms will be supplied with Self-contained carbon air handler (Scrubber) with the following levels of filtration:

- i. Washable Pre-Filter (Merv 8)
- ii. 95% Efficient Bag Filter
- iii. 18 # of activated carbon

All grow rooms will be filtered at a rate of 10 Air Changes every Hour or 6 minutes per air change.

All Exits and entrances to the facility will be protected by high velocity air curtains blocking any interior odors from exiting the facility as well as blocking any particulate or insects from entering the facility.

### **PRODUCT DESCRIPTION**

1620 Labs will produce raw flower as well as manufacture a selection of naturally processed rosin, THC R-Juice, and a line of medicinal creams.

### **Flowers and Flower Profiles**

The 1620 Labs product lines will offer a selection of original strains as well as popular market proven flowers that are organically cultivated including:

***Blue Dream*** - a popular Sativa dominant hybrid with a sweet berry fragrance and mellow even-keel effects. The yield on this plant is high.

***GSC*** - a sought after Indica dominant hybrid with high THC levels and relaxing effects. The yield on this plant is high.

**Granddaddy Purple** - an Indica classic with oversized deep purple compact buds. It has a fruity flavor and sedating effects. The yield on this plant is high.

**White Widow** - a balanced hybrid and one of the most famous strains internationally. It has white buds covered in white crystals and offers euphoric effects that stimulate creativity. The yield on this plant is moderate.

**Northern Lights** - a pure Indica with a sweet, spicy aroma and sticky crystal coated buds that offer a sedating euphoria that relaxes muscles and calms the mind. The yield on this plant is high.

**Lemon Haze** - a Sativa with amber hairs on its trichomes giving it a yellow tint. It has a fresh lemon smell and uplifting and energizing effects. The yield on this plant is high.

### **Rosin and THC Electronic Juice**

**Rosin** refers to an extraction process that utilizes a combination of heat and pressure to nearly instantaneously squeeze resinous sap from the initial starting material. With cannabis, this method is incredibly versatile in that it can either be used with flowers or to clean up hash and kief into a full-melt hash oil. The result is a translucent, sappy, and sometimes shatter-like product. If executed correctly, rosin can rival the flavor, potency, and yield of other solvent-based extraction products.

Rosin fits into the 1620 Labs business model because it is a chemical free and organic way to process cannabis. Making rosin is a solventless technique, meaning the process does not require use of any foreign substances. Instead, rosin uses a mechanical process involving heat and pressure to extract the resin from the plant. Other extraction methods utilize light hydrocarbons such as butane and/or propane. Often, these complex and mechanical systems require a lengthy purge to safely remove most, if not all of the residual solvents from the final product.

**THC Electronic Juice** is an oil that can be vaporized and inhaled. It is one of the most popular ways to consume cannabis, primarily because it is smoke free and odorless. This low-profile product can be produced using a recipe of rosin, food grade propylene glycol and food grade vegetable glycerin. Both propylene glycol and vegetable glycerin are FDA approved and are currently used in consumer products. 1620 Labs will infuse organically cultivated herbs into the e-juice to create a unique and chemical free flavor.

### **Medicinal Creams**

The 1620 Labs line of creams will be a cannabis infused coconut oil recipe that offers non-psychoactive relief for body aches and pains and skin disorders. The products will not enter the blood stream therefore it will not interact with prescription drugs and can be used topically without affecting mental clarity.

### **MARKET OVERVIEW**

Massachusetts will be the first state east of the Mississippi to implement a market for legal cannabis with approximately 60 million people living within driving distance of the state, including the major metropolitan areas of New York and Philadelphia. Massachusetts marijuana sales are projected to reach \$1.2 billion by 2021. New Frontier, an industry research firm,



forecasts \$450 million in sales in 2018 with sales figures increasing each year. The 2018 figure is constrained by supply as there is expected to be a shortage of product due to limited cultivation in the early years of legalization.

The projected market size appears reasonable although conservative based on the size of the Massachusetts population. In looking at the states which currently are legalized the Massachusetts population of 6.9 million falls between Colorado at 5.6 million and Washington State at 7.4 million. These states have sold \$1.5 billion and \$1.3 billion of cannabis, respectively supporting a \$1 billion plus market size when fully operational. Additionally, Massachusetts is bordered by only one state, Vermont, which has passed a legalization measure. As the east coast is so heavily populated and Massachusetts will not have competition from surrounding states for some time the market size could well exceed this figure and industry experts believe that there will not be enough growers in Massachusetts to keep up with this demand for some time. Also, according to Tom Adams of ArcView Market Research, in addition to seeing \$1.2 billion in sales by 2021, the legal cannabis industry will generate \$2.3 billion in total economic activity in Massachusetts, including nearly 17,400 cannabis industry jobs statewide.

1620 Labs operations will be located at 1 Exchange Street and 20 Tunnel Street & 503 South Street in Athol, Massachusetts. Athol was first settled in 1735, when it was known as Pequoia, and officially incorporated in 1762. The most populous of the nine North Quabbin towns, Athol is located between the picturesque Tully Mountains to the north and the Quabbin Reservoir to the south. Its "Tool Town" moniker is derived from the town's rich history as a leading manufacturer of tools, which today remains present in the form of the L.S. Starrett company. The starting point for the regionally famous River Rat Race, Athol is home to several locally-established banks and an 18-hole golf course, Ellinwood Country Club.

### **Community Impact**

1620 Labs will execute a Host Community Agreement with the Town of Athol where the town is entitled to up to 3% of company gross revenues. 1620 Labs, LLC will also become a member of the North Quabbin Chamber of Commerce and plans to work with local vendors and hire locally. The goal of the company is to establish a long term positive relationship with the town of Athol. In addition to the Host Revenue Sharing, 1620 Labs hopes to provide charitable contributions to local organizations including (but not limited to) the following:

Athol Public Schools (Scholarship Fund, STEM, Arts)  
Athol Parks and Recreation  
Athol Police Department  
Athol Lions Club (Summerfest and Fireworks)  
Athol-Orange Rotary Club  
Athol Salvation Army

### **COMPETITION**

As of March 31, 2018, Massachusetts had 24 Registered Medical Dispensaries (RMDs) open for sales, 48,265 active patients, 5,501 active caregivers, 241 registered healthcare providers and 52,979 active healthcare provider certifications. As of April 10, 2018, approximately 20 of these RMDs were issued provisional certificates of registration for adult recreational use by the Massachusetts Cannabis Control Commission. However, these facilities are located at a minimum 40 miles from the 1620 Labs facility in Athol, MA. 1620 Labs, LLC is also the only entity currently known to be seeking a marijuana cultivation and manufacturing license in Athol

and the North Quabbin Region of Massachusetts. Although it is expected that many competing recreational marijuana cultivation and manufacturing facilities are expected to enter the market within the next three years, direct competition in the North Quabbin area is expected to be limited. In addition, 1620 Labs plans on differentiating itself from its competitors by offering organic products produced in low volume.

#### **INITIAL ROLLOUT AND PROMOTION**

1620 Labs will adopt a perpetual grow model for cultivation with the first expected harvest to occur in December 2018 and monthly harvests thereafter. Approximately 25%-50% of the harvest will be processed for consumer use in the form of "joints", rosin, vape, or cosmetic salves while the remaining material "buds" will be sold unadulterated to local licensed retail establishments. 1620 Labs is in the process of establishing a distribution/sales relationship with Elev8 Cannabis which will be applying for marijuana retail licenses for establishments located in both Athol, MA and Boston, MA.

1620 Labs plans on marketing its products to retailers through its website ([www.1620labs.com](http://www.1620labs.com)) as well as other business to business marketing strategies such as niche targeting, social media, direct advertising, search engine optimization, etc.

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

1620 Labs is in the process of obtaining an insurance quote from Cannasure for product and business liability insurance. Since 2010, Cannasure has been one of the leading marijuana insurance providers in the industry. Cannasure's managing director, Patrick McManamon, is a regular expert speaker at National Cannabis Industry Association events and has spoken on insurance and risk management in Seattle, Denver, Phoenix, Boston, Albuquerque, San Francisco, and Las Vegas. He has written expert columns for leading trade journal MJ Biz Daily and has been interviewed and quoted extensively by Wall Street Journal, Bloomberg News, CNN, Denver Post, Seattle Times and the Arizona Republic.

#### **FINANCIAL SUMMARY**

1620 Labs has an initial \$630,000 start-up budget (See Exhibit 1) with all investment equity being provided its four individual investors: Wayne Elibero, David Levy, Doug Reepmeyer, and Michael Lance. The company conservatively projects Year 1 Earnings Before Tax (EBT) of \$1,979,013, a 3.14x return on initial investment. Year 2 EBT is projected to \$2,844,449 and Year 3 EBT is projected at \$4,064,967. The company plans to invest of significant portion of profits into further expansion of the business during the first three years with the goal of expanding the grow canopy of 1620 Labs to Tier 3 levels (between 10,001 SF and 20,000 SF) by utilizing the space in the buildings located at 20 Tunnel Street and 503 South Street (Phase 2 of Business Development).

#### **MANAGEMENT PROFILES**

1620 Labs is owned by four individuals as sole investors as follows:

**Wayne Elibero** lives in Groton, Massachusetts and works in the multifamily housing industry working specifically in the areas of risk evaluation for multifamily lenders. He has been involved in commercial real estate finance for various companies over the past 24 years. Mr. Elibero earned a Bachelor of Arts degree in Economics from the College of Holy Cross in Worcester, MA in 1992 and a Master of Business Administration (MBA) with a concentration in Real

Estate/Finance in 1994 from the University of Connecticut. Wayne will act as the Business Manager for 1620 Labs, LLC.

**David Levy** lives in Massachusetts and works in the multifamily housing industry working specifically in the areas of risk evaluation for multifamily lenders. He has been involved in multifamily lending for various companies for over three decades. Mr. Levy earned a Bachelor of Arts degree in Architecture from Washington University in St. Louis and is a graduate of the Massachusetts Institute of Technology where he earned a dual master's degree in both City Planning and Architecture.

**Doug Reepmeyer** lives in Boston, Massachusetts and works in the banking industry in a relationship management role with a specific focus on working with clients that own multifamily and commercial properties. He has been involved in various facets of banking and commercial real estate finance for various companies over the past 20 years. Mr. Reepmeyer earned a Bachelor of Science degree in Finance from Boston College in 1996.

**Michael Lance** lives in Shirley, Massachusetts and has owned and operated a sustainable landscape design and build company for the past 13 years. He has also been a conservation commissioner for the past seven years and is the newly appointed Tree Warden. Mr. Lance earned a Bachelor of Arts degree in Journalism from the University of Massachusetts at Amherst in 2000 and a Masters Degree in Sustainable Landscape Design and Planning from the Conway School of Landscape Design in 2007. Michael will be the Master Grower and Production Manager for 1620 Labs, LLC.

## **CONCLUSION**

1620 Labs will be a small cannabis cultivation and manufacturing business at the Tier 3 level. Located in Athol, Massachusetts and founded by four Massachusetts residents without any outside investors, the company will specialize in small batch organic grows and process goods without any hazardous chemicals. The company hopes to be a long-time member and contributor to the community and expand within the town.

**EXHIBIT 1**  
**START UP EXPENSES AND CAPITALIZATION**

<b>Sources</b>	
Capital Investment	\$630,000
<b>Total Sources</b>	<b>\$630,000</b>
<b>Uses</b>	
Building Acquisitions (1 Exchange Street, 20 Tunnel Street & 503 South Street)	\$290,000
Closing Costs	\$15,350
Electrical Upgrades	\$20,000
Plumbing Upgrades	\$10,000
Insulation	\$30,000
Odor Control	\$21,000
Property Security	\$53,000
Build-Out	\$100,000
Lighting	\$15,000
HVAC	\$40,000
Supplies	\$20,000
Contingency	\$15,650
<b>Total Uses</b>	<b>\$630,000</b>

**EXHIBIT 2**  
**THREE YEAR BUDGET ASSUMPTIONS**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Revenue:</b>			
Gross Sales	\$2,236,377	\$3,354,565	\$4,863,428
Less: Host Community Fees	\$22,364	\$67,091	\$145,903
<b>Net Revenue</b>	<b>\$2,214,013</b>	<b>\$3,287,474</b>	<b>\$4,717,525</b>
<b>Expenses:</b>			
Real Estate Taxes	\$4,500	\$9,000	\$9,450
Insurance	\$25,000	\$31,250	\$39,063
Wages and Labor	\$100,000	\$250,000	\$400,000
Security	\$12,000	\$12,600	\$12,978
Repairs and Maintenance	\$6,000	\$6,300	\$6,489
Electricity	\$20,000	\$30,000	\$45,000
Water & Sewer	\$10,000	\$15,000	\$22,500
Natural Gas	\$10,000	\$15,000	\$22,500
Advertising	\$5,000	\$6,250	\$6,875
Accounting	\$2,500	\$2,625	\$2,704
Transportation Costs	\$5,000	\$10,000	\$15,000
Charitable Contributions	\$15,000	\$25,000	\$25,000
Supplies	\$20,000	\$30,000	\$45,000
<b>Total Expenses</b>	<b>\$235,000</b>	<b>\$443,025</b>	<b>\$652,558</b>
<b>Projected Net Income</b>	<b>\$1,979,013</b>	<b>\$2,844,449</b>	<b>\$4,064,967</b>

Year 1 Gross Sales Assumptions: 1500 SF Grow Canopy = 375 Plants Yielding 10 Oz each over 3.5 grow cycles resulting in 820 pounds. 615 pounds (75%) sold at \$2,500/pound and remaining 205 pounds processed with 15% Yield and sold at \$50/gram.

Year 2 Gross Sales Assumptions: 2,250 SF Grow Canopy = 562 Plants Yielding 10 Oz each over 3.5 grow cycles resulting in 1,229 pounds. 922 pounds (75%) sold at \$2,500/pound and remaining 307 pounds processed with 15% Yield and sold at \$50/gram.

Year 3 Gross Sales Assumption: 4,500 SF Grow Canopy = 1,125 Plants Yielding 10 Oz each over 3.5 grow cycles resulting in 2,460 pounds. 1,845 pounds (75%) sold at \$1,500/pound and remaining 615 pounds processed with 15% Yield and sold at \$50/gram.

**EXHIBIT 3**

**1 EXCHANGE STREET FLOOR PLAN AND PROPOSED BUILD-OUT (PHASE 1)**



**EXHIBIT 4**  
**1620 LABS PROPERTY SITE PLAN**





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

1620 Labs is in the process of obtaining an insurance quote from CannGen for product and business liability insurance. CannGen Insurance Services, LLC "CannGen," a subsidiary of Next Wave Insurance Services, was launched to provide insurance solutions to the cannabis and hemp industry exclusively. CannGen operates as a Managing General Underwriter with offices in San Diego and Rancho Cordova, CA.

The firm offers independent insurance agents and brokers a broad range of commercial products to serve the cannabis and hemp industry. In addition, their staff works closely with their registered producers to train them on this emerging market. As evidence of their commitment to provide education, their firm is the only Cannabis Continuing Education (CE) Courses provider for insurance professionals.

The CannGen team has ten plus years in cannabis insurance and participated in the creation of the first cannabis insurance policies. Their experience and dedication to the industry are unparalleled as they continue to develop new lines of coverage to provide producers and policyholders with comprehensive "seed to sale" insurance protection for their unique business needs.

Please see separate file for completed CannGen Liability Insurance Application. 1620 Labs, LLC plans to obtain general and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence. The properties at 1 Exchange Street, 20 Tunnel Street, and 503 South Street (two abutting buildings to be operated as one facility) are currently insured by Lloyd's London with \$1 million in liability insurance.

Quote By Date 9/24/2018

**Section- 1 - General Information:**

Legal Business Name: 1620 Labs, LLC

Mailing address: P.O. Box 480, Athol, MA 01331

TYPE #1: ☐ Corporation ☐ Partnership ☒ LLC ☐ Individual ☐ other \_\_\_\_\_

TYPE #2: ☐ Non-Profit ☐ Not for Profit ☒ For Profit ☐ other \_\_\_\_\_

USE: ☒ Recreational ☐ Medicinal ☐ Both ☐ No cannabis sales – other \_\_\_\_\_

Operations: Check all operations: ☒ Cultivation ☒ Processor ☒ Manufacturer ☐ Cannabis Retail ☐ Lab  
☐ Hydroponics Retail ☐ Smoke Shop ☐ Delivery Operations ☐ Other (describe) \_\_\_\_\_

Is the Insured a member of any cannabis trade associations? ☐ Yes ☒ No

If yes, who? ☐ CCSE ☐ NORML - NBN ☐ NCIA ☐ CCIA ☐ Other: \_\_\_\_\_

List your projected sales/donations by category for the next 12 months:

a. Cultivation sales/donations	\$ <u>1,537,500</u>
b. Manufacturing sales/donations	\$ _____
c. Processing sales/donations:	\$ <u>701,100</u>
d. Recreational retail sales:	\$ _____
e. Medicinal retail sales/donations:	\$ _____
f. Laboratory and testing sales/donations	\$ _____
g. Other: _____	\$ _____
Total for next 12 months	\$ <u>2,238,600</u>

What are the total sales/donations for the last 12 months: \$ \_\_\_\_\_ ☒ New Venture—no prior gross revenue

If New Venture: do any of the principals have a minimum of 1 year in the cannabis industry ☐ Yes ☒ No

**Locations Schedule: Building (0) is used for all outdoor operations**

Loc #	Bldg #	Street Address, City, State, Zip Code
1	1	1 Exchange Street, Athol, MA 01331
1	2	20 Tunnel Street and 503 South Street, Athol, MA 01331

# ENFORCEMENT OF THE CONTROLLED SUBSTANCE ACT

## Section 1.a.

Information provided on this form will become part of the policy of insurance if issued.

Applicant Name: 1620 Labs, LLC

Applicant Address: 1 Exchange Street, 20 Tunnel Street, and 503 South Street  
Attol, MA 01331

1. How does the applicant prevent the distribution of marijuana to minors? Please describe:

See attached

2. How does the applicant prevent revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels? Please describe:

Independently owned by four individuals. As a cultivator/processor/manufacture sales will only be made to a state licensed retail facility in Massachusetts

3. How does the applicant prevent possible diversion of marijuana from states where medicinal and/or recreational use of cannabis products is legal under state law to states where medicinal and/or recreational use of cannabis products is not legal under state law? Please describe:

Sales will only be made to a state licensed retail facility in Massachusetts.

4. How does the applicant prevent the use of state-authorized marijuana activity as a cover or pretext for the trafficking of other illegal drugs or other illegal activity?

This will be a state licensed facility that will be heavily monitored by the Massachusetts Cannabis Control Commission, ~~the~~ We will adhere to all state requirements and laws or risk for forfeiture of the license.

## ENFORCEMENT OF THE CONTROLLED SUBSTANCE ACT

5. Does the applicant have a program or safeguards in place to prevent violence and the use of firearms in the cultivation and distribution of marijuana? ☒ Yes ☐ No

Please describe:

Gated Facility, Police Station is located one block away. No firearms will be allowed on the premises. 24 hour monitoring.

6. How does the applicant prevent drugged driving or other possibly adverse public health consequences associated with marijuana use? Please describe:

Sales will only be made to a state licensed retail facility in Massachusetts. Retail distribution will follow state guidelines. 1620 Labs will contribute to local schools and charity to promote drug education and prevent addiction.

7. Does the applicant either grow or purchase marijuana grown on public lands? ☐ Yes ☒ No

8. How does the applicant prevent the possession or use of their product on federal property?

Sales will only be made to a state licensed retail facility in Massachusetts. There is no known federal property within close proximity to our address.

Wm E. Geller

Applicant's Signature

9/10/2018

Date

## Section 2 - History:

**All questions must be answered. Failure to disclose proper history could invalidate any and all coverage.**

- Has any application for similar insurance made on behalf of the applicant and /or any principal, partner, owner, officer, director, employee, manager or managing member thereof or any predecessor, subsidiary or affiliated organization thereof ever been declined, cancelled or non-renewed? ☐ Yes ☒ No
- Do you currently have commercial insurance coverage? ☒ Yes ☐ No

**General Liability:** ☒ Check box if No prior

Insurer/carrier ~~XXXXXXXXXX~~ Expiration Date ~~XXXXXX~~

Policy Number ~~XXXXXXXXXX~~ Premium \$ ~~XXXXXXXXXX~~

Coverage Limits: Aggregate \$ \_\_\_\_\_ Occurrence \$ \_\_\_\_\_

**Property:** ☐ Check box if No prior

Insurer/carrier LLOYD'S LONDON Expiration Date 12/29/2018 + 8/3/2019

Policy Number V18MA011987 + V18MA011987 Premium \$ 2,179 and \$1,171.20

Coverage Limits: \$ 500,000 + \$115,000

**Crop:** ☒ Check box if No prior

Insurer/carrier \_\_\_\_\_ Expiration Date \_\_\_\_\_

Policy Number \_\_\_\_\_ Premium \$ \_\_\_\_\_

Coverage Limits: \$ \_\_\_\_\_

**Excess:** ☒ Check box if No prior

Insurer/carrier \_\_\_\_\_ Expiration Date \_\_\_\_\_

Policy Number \_\_\_\_\_ Premium \$ \_\_\_\_\_

Coverage Limits: Aggregate \$ \_\_\_\_\_ Occurrence \$ \_\_\_\_\_

**Product Liability:** ☒ Check box if No prior

Insurer/carrier \_\_\_\_\_ Expiration Date \_\_\_\_\_

Policy Number \_\_\_\_\_ Premium \$ \_\_\_\_\_

Coverage Limits: Aggregate \$ \_\_\_\_\_ Occurrence \$ \_\_\_\_\_

- Has the applicant had any prior liability and or property claims in the past 5 years:  
(If yes, attach currently-valued (within past 90 days) loss runs including details) ☐ Yes ☒ No

- Complete the following for any applicant or any principal, partner, owner, officer, director, manager or managing member of the applicant or any person(s) or organization(s) proposed for this insurance or any predecessor, subsidiary or affiliated organization:

- Have any of the above been convicted of a felony or DUI in the last 10 years?  
If yes, give details: ☐ Yes ☒ No

- Is the applicant in compliance with all local & state laws regarding the manufacture, control, dispensing of cannabis? ☒ Yes ☐ No

### Section 3 – General Liability and Excess

Complete Sections 3 thru 8 for each building and/or outdoor grow

DBA: 1620 Labs, LLC

Location/BLDG # 1 / 1 Physical address: 1 Exchange Street, Athol, MA 01331

What are the operations in this building only? ☒ Cultivation ☐ Processor ☐ Manufacturer ☐ Cannabis Retail  
☐ Hydroponics Retail/Wholesale ☐ Smoke Shop ☐ Delivery Operations ☐ Doctor ☐ Laboratory Testing  
☐ Cannabis Wholesale/Broker ☐ Office only - no cannabis sales ☐ Retail - No cannabis sales  
☐ Other \_\_\_\_\_

**General Building Questions** - ☐ if outdoor operations, check the box and skip general building questions.

Year building built: 1996 if the building is older than 20 years the applicant will need to provide the year the

following were last worked on or inspected: Roof 1996 Plumbing 1996 Electrical 1996 HVAC 1996

Construction type wood/Steel metal Framing Number of stories: 1 Square footage 4832

Roof Construction Metal Roof Covering Metal

Are there Fire Sprinklers? ☐ Yes ☒ No What percentage of the insured's building is sprinklered \_\_\_\_\_%

### General Liability Questions:

- Does the premise have a pool, pond or other water exposure? ☐ Yes ☒ No  
If yes, provide details about the water exposure on a separate Word document.
- Does anyone live in the above scheduled building? ☐ Yes ☒ No  
If yes, provide details about who lives on the premises on a separate Word document.
- Are there any dogs on the premises? ☐ Yes ☒ No  
If yes, provide details about the dogs breed and age on a separate Word document.
- Are there any fire arms located in the scheduled building listed above? ☐ Yes ☒ No  
If yes, provide details about the fire arms exposure on a separate Word document.
- Does the insured sub-contract their security guard services? ☐ Yes ☒ No  
If yes: the sub-contracted security company must list you as an additional insured

### General Liability Coverage:

- ☐ \$1,000,000 each occurrence /\$1,000,000 aggregate ☐ \$2,000,000 each occurrence /\$2,000,000 aggregate  
☒ \$1,000,000 each occurrence /\$2,000,000 aggregate ☐ Pesticide and Herbicide Applicators Endorsement  
☐ \$ 50,000 occurrence/aggregate limit  
☐ \$250,000 occurrence/aggregate limit

### Hired and Non-Owned Auto Endorsement:

Include Hired and Non-Owned Auto: ☐ Yes ☒ No

NOTE: Delivery operations are not eligible for HNOA endorsement. Transport for the purposes of business to business is approved. Any delivery to the consumer will be excluded.

### Excess Liability Coverage:

Excess Liability Coverage: ☒ Check box if you want to decline excess coverage at this time

\_\_\_\$1,000,000 \_\_\_\$2,000,000 \_\_\_\$3,000,000 \_\_\_\$4,000,000

(each excess layer added will apply to both the occurrence and aggregate limits)

NOTE: Excess can not be applied if \$2,000,000 Occurance was requested under the General Liability.

## Section 4 – Property

Complete Section 4 for each building

☒ Check box if you want to decline property coverage at this time

Location/BLDG # 1 / 1 Physical address: 1 Exchange St, Athol, MA 01331

### Property Questions

1. Does the applicant have an active central station alarm system? ☐ Yes ☐ No  
Monitoring Company \_\_\_\_\_
2. Are all windows and doors connected to an Active Central Station Alarm? ☐ Yes ☐ No
3. Does the applicant have an approved safe: ☐ Yes ☐ No \_\_\_\_\_  
**Minimum safe and vault requirements: 800lb with a 1 hour fire rating; under 2000lb must be bolted to the ground**
4. Does the applicant have an approved vault room? ☐ Yes ☐ No
5. Do you have a buzz in system or security personnel at the door? ☐ Yes ☐ No
6. Does the applicant have interior and exterior cameras? ☐ Yes ☐ No
7. Does the applicant maintain daily written records of all Cannabis, Hemp and CBD containing products, including the purchase date, type of product and purchase price? ☐ Yes ☐ No

### Property Coverage and Endorsements for the location listed above:

Optional Property Deductibles ☐ \$10,000 or ☐ \$50,000  
(the deductible will default to \$2,500 if none are chosen)

Building Coverage: \$\_\_\_\_\_ ☐ Triple net lease ☐ Named insured owns the building

Loss of Income \$\_\_\_\_\_ Number of months with coverage \_\_\_\_\_

Outdoor Signs \$\_\_\_\_\_

Cannabis Inventory \$\_\_\_\_\_ % of the cannabis inventory requires refrigeration

Indoor Grow Equipment & Tools \$\_\_\_\_\_

Outdoor Grow Equipment & Tools \$\_\_\_\_\_

Business Personal Property \$\_\_\_\_\_

Tenants Improvements \$\_\_\_\_\_

Property Endorsement ☐ Yes ☐ No

**NOTE: If yes to property endorsement; you will need to complete section 8**

- ☐ FORM A \$500.00 Premium
- ☐ FORM B \$750.00 Premium
- ☐ FORM C \$1,000.00 Premium



## Section 5 – All Cultivation Operations

Complete Section 5 for each building and outdoor operations

☐ Check box if there are **NO** cultivation operations at this location and skip Section 5

Location/BLDG # 1/1 Physical Address: 1 Exchange Street, Athol, MA 01331

Check all that apply:

Location Zoning: ☒ Commercial ☐ Residential ☐ Industrial ☐ Agricultural ☐ Mixed use ☐

Cultivation Operations: ☒ Indoor ☐ Outdoor ☐ Enclosed Greenhouse ☐ Open Greenhouse

Processing Operations ☒ Drying/Curing ☐ Quarantine ☒ Trimming ☒ Storage of Finished Stock

### Cultivation Questions:

- Is there a back-up system for the electrical supply? ☒ Yes ☐ No
- Does the applicant test 100% of the cannabis products grown? ☒ Yes ☐ No  
If yes, who provides testing: Name TOD Ph# \_\_\_\_\_
- Estimated number of harvests per year 4
- Average yield of harvested cannabis per plant 10 (oz)
- Average wholesale value per pound of finished cannabis stock \$3000.00
- Maximum per plant value based on questions 5 and 6 0.000

Indoor Cannabis & Hemp Crop Coverage: ☐ Check box if you want to decline crop coverage \_\_\_\_\_ Initial

CROP COVERAGE LIMITS	Number of Plants	Per Plant Value	= Total Plant Values
Seeds	#	x \$ 0.00	\$ 0.00
Immature Seedlings	#	x \$	\$ 0.00
Vegetative Plants	#	x \$ 0.00	\$ 0.00
Flowering Plants	#	x \$ 0.000	\$ 0.00
Harvested Plants	#	x \$ 0.000	\$ 0.00
Crop Value			\$ 0.00
Finished Stock	LBS.	x \$	\$ 0.00

All Cultivation operations are required to warrant both of the following:

☒ I have used or will use a licensed, insured contractor for all electrical work at my grow facility.

☒ I have had or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility.

I warrant the above to be true and I understand the insurance contract will be considered based on my warranty:

Wm E Selver Applicant Signature Date: 9/10/2018

## Section 6 – Cultivation Outdoor/Greenhouse Operations:

Complete Section 6 for each Outdoor/Greenhouse building

☒ Check box if there are **NO** Outdoor/Greenhouse operations and skip Section 6

Location/BLDG # B/S 1 1 Physical Address: 1 Exchange St, Attol, MA 01331

1. Does the property listed above have fencing surrounding the cultivation area? ☐ Yes ☐ No
  - A. If yes, please provide details about the fencing used (i.e. Height, Electrified, and Material Used).
  - B. If yes, is the fenced in area locked at all times? ☐ Yes ☐ No
2. Is there any barbwire, razor wire or electrified fencing used for security on property? ☐ Yes ☐ No
  - A. If yes, are there warning signs on the property? ☐ Yes ☐ No
3. Are there gates at all entrances of the property? ☐ Yes ☐ No
  - A. If yes, are the gates locked at all times? ☐ Yes ☐ No
4. Are there any traps that are used for security on the property? ☐ Yes ☐ No
  - A. If yes, please provide details:
5. What percentage of your total cultivation at the location listed above is
  - A. Indoor grown? \_\_\_\_\_ %
  - B. Greenhouse grown? \_\_\_\_\_ %
  - C. Outdoor grown? \_\_\_\_\_ %

\_\_\_\_\_ (A,B,C must total 100%)

### Greenhouse Cultivation Operations:

6. Will the greenhouse be fully enclosed with locking doors? ☐ Yes ☐ No
  - A. If no, please provide photos and details on how you plan on securing the greenhouse.
7. Will the greenhouse have electricity? ☐ Yes ☐ No
  - A. If yes, provide details on equipment that uses electricity.
8. Provide details on the materials used to construct the greenhouse walls. i.e. aluminum frame, glass windows, steel frames, canvas, polycarbonate, etc.
9. All greenhouse operations must include a photo of the building at time of submission.

### Outdoor Cultivation Operations:

1. What is the total property size \_\_\_\_\_ acres
2. What is the size of the total cultivation area were cannabis and or hemp operations take place \_\_\_\_\_ acres

**Section 7 – Manufacturing/Cooking Operations:**

Complete Section 7 for each building that has manufacturing / cooking operations

☒ Check box if there are **NO** manufacturing or cooking operations and skip Section 7

Location/Bldg # 4/1 Physical address: 1 Exchange Street, Athol, MA 01331

1. Will there be open flame cooking and or fryer operations at the property listed on above? ☐ Yes ☐ No  
If yes: Are open flame cooking and/or frying operations conducted under a non-combustible power ventilation hood? ☐ Yes ☐ No
2. What products do you manufacture that require open flame cooking or frying:  
\_\_\_\_\_
3. Does your establishment have an UL-300 compliant automatic fire suppression system with nozzles extended over all cooking surfaces? ☐ Yes ☐ No  
If yes, what type of fire suppression system is it? \_\_\_\_\_
4. Does your cooking/frying equipment have an automatic gas/propane supply cutoff? ☐ Yes ☐ No
5. Does the location list above have deep fat fryer with a high limit temperature switch? ☐ Yes ☐ No
6. How often are your hoods and flues checked? \_\_\_\_\_
7. Are hoods and flues inspected/cleaned by an outside service and tagged for verification of this? ☐ Yes ☐ No
8. How often is your fire suppression system serviced? \_\_\_\_\_
9. Are fire suppression systems inspected/cleaned by an outside service and tagged for verification of this? ☐ Yes ☐ No
10. How often are the filters in your grease hood cleaned? \_\_\_\_\_
11. Have you ever had any health or liquor violations which have resulted in the closing of your business or suspension of your license in the past? ☐ Yes ☐ No
12. Will your operations include extraction of cannabis oils? ☐ Yes ☐ No  
If yes, what method do you use to extract \_\_\_\_\_
13. Will your equipment be used and or rented to others who are not the named insured? ☐ Yes ☐ No  
If yes: will you require them to carry their own insurance and name you on their policy? ☐ Yes ☐ No
14. The address listed above is the only location where your operations are preformed? ☐ Yes ☐ No  
If no, list all address and the operations performed at each of the locations. i.e.. short term leases, short term kitchen or lab rentals.

## Section 8 - Property Endorsement FORM A, B, OR C

Complete Section 8 for each building where off premises coverage is wanted

☒ Check box if there is **NO** coverage for off premises at this location and skip Section 8

Location/BLDG #\_\_\_/\_\_\_ Physical Address:\_\_\_\_\_

### Coverages:

See section 4 for **Property Endorsement** coverage forms

### Underwriting Questions:

1. Will the insured transport cannabis living plants to other business? ☒ Yes ☐ No
2. Will the insured transport harvested, processed or finished cannabis to other business? ☒ Yes ☐ No
3. Will the insured deliver any cannabis products directly to the consumer? ☐ Yes ☒ No
4. Will the vehicles that transport the insured's property and or money and securities from the  
scheduled premises have an active alarm system? ☒ Yes ☐ No
5. If yes to question 4: does it include Low Jack or some other tracking service? ☒ Yes ☐ No
6. Are drivers allowed to make personal stops when transporting goods? ☐ Yes ☒ No
7. Are drivers allowed to take any cannabis inventory and or money home? ☐ Yes ☒ No
8. Does the insured collect DMV records from all drivers prior to employment? ☒ Yes ☐ No
9. Does the insured allow any fire arms or weapons in the vehicles? ☐ Yes ☒ No
10. Does the Insured have a lock box that is bolted to the vehicles? ☒ Yes ☒ No
11. Does the insured provide lifts, ride share or other livery type operations? ☐ Yes ☒ No

### Section 3 – General Liability and Excess

Complete Sections 3 thru 8 for each building and/or outdoor grow

DBA: 1620 Labs, LLC

Location/BLDG # 1 / 2 Physical address: 20 Tunnel Street + 503 South Street, Athol, MA 01331

What are the operations in this building only! ☒ Cultivation ☒ Processor ☒ Manufacturer ☐ Cannabis Retail  
☐ Hydroponics Retail/Wholesale ☐ Smoke Shop ☐ Delivery Operations ☐ Doctor ☐ Laboratory Testing  
☐ Cannabis Wholesale/Broker ☐ Office only - no cannabis sales ☐ Retail – No cannabis sales  
☐ Other \_\_\_\_\_

**General Building Questions** - ☐ if outdoor operations, check the box and skip general building questions.

Year building built: 1870 *if the building is older than 20 years the applicant will need to provide the year the*

*following were last worked on or inspected:* Roof 2000 Plumbing 2000 Electrical 2000 HVAC 2000

Construction type Wood Frame Number of stories: 3 Square footage 20,000 +/-

Roof Construction Wood Frame Roof Covering slate

Are there Fire Sprinklers? ☒ Yes ☐ No What percentage of the insured's building is sprinklered 50 %

### General Liability Questions:

- Does the premise have a pool, pond or other water exposure? ☐ Yes ☒ No  
If yes, provide details about the water exposure on a separate Word document.
- Does anyone live in the above scheduled building? ☐ Yes ☒ No  
If yes, provide details about who lives on the premises on a separate Word document.
- Are there any dogs on the premises? ☐ Yes ☒ No  
If yes, provide details about the dogs breed and age on a separate Word document.
- Are there any fire arms located in the scheduled building listed above? ☐ Yes ☒ No  
If yes, provide details about the fire arms exposure on a separate Word document.
- Does the insured sub-contract their security guard services? ☐ Yes ☒ No  
If yes: the sub-contracted security company must list you as an additional insured

### General Liability Coverage:

- ☐ \$1,000,000 each occurrence / \$1,000,000 aggregate ☐ \$2,000,000 each occurrence / \$2,000,000 aggregate  
☒ \$1,000,000 each occurrence / \$2,000,000 aggregate ☐ Pesticide and Herbicide Applicators Endorsement  
☐ \$ 50,000 occurrence/aggregate limit  
☐ \$250,000 occurrence/aggregate limit

### Hired and Non-Owned Auto Endorsement:

Include Hired and Non-Owned Auto: ☐ Yes ☒ No

NOTE: Delivery operations are not eligible for HNOA endorsement. Transport for the purposes of business to business is approved. Any delivery to the consumer will be excluded.

### Excess Liability Coverage:

Excess Liability Coverage: ☒ Check box if you want to decline excess coverage at this time

     \$1,000,000      \$2,000,000      \$3,000,000      \$4,000,000

(each excess layer added will apply to both the occurrence and aggregate limits)

NOTE: Excess can not be applied if \$2,000,000 Occurance was requested under the General Liability.

## Section 4 – Property

Complete Section 4 for each building

☒ Check box if you want to decline property coverage at this time

Location/BLDG # 1 / 2 Physical address: 20 Tunnel St + 503 South St, Athol, MA 01331

### Property Questions

1. Does the applicant have an active central station alarm system? ☐ Yes ☐ No  
Monitoring Company \_\_\_\_\_
2. Are all windows and doors connected to an Active Central Station Alarm? ☐ Yes ☐ No
3. Does the applicant have an approved safe: ☐ Yes ☐ No 500lb 1000lb  
**Minimum safe and vault requirements: 800lb with a 1 hour fire rating; under 2000lb must be bolted to the ground**
4. Does the applicant have an approved vault room? ☐ Yes ☐ No
5. Do you have a buzz in system or security personnel at the door? ☐ Yes ☐ No
6. Does the applicant have interior and exterior cameras? ☐ Yes ☐ No
7. Does the applicant maintain daily written records of all Cannabis, Hemp and CBD containing products, including the purchase date, type of product and purchase price? ☐ Yes ☐ No

### Property Coverage and Endorsements for the location listed above:

Optional Property Deductibles ☐ \$10,000 or ☐ \$50,000  
(the deductible will default to \$2,500 if none are chosen)

Building Coverage: \$ \_\_\_\_\_ ☐ Triple net lease ☐ Named insured owns the building

Loss of Income \$ \_\_\_\_\_ Number of months with coverage \_\_\_\_\_

Outdoor Signs \$ \_\_\_\_\_

Cannabis Inventory \$ \_\_\_\_\_ % of the cannabis inventory requires refrigeration

Indoor Grow Equipment & Tools \$ \_\_\_\_\_

Outdoor Grow Equipment & Tools \$ \_\_\_\_\_

Business Personal Property \$ \_\_\_\_\_

Tenants Improvements \$ \_\_\_\_\_

Property Endorsement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>NOTE: If yes to property endorsement; you will need to complete section 8</b> </div>	<input type="checkbox"/> FORM A \$500.00 Premium	
	<input type="checkbox"/> FORM B \$750.00 Premium	
	<input type="checkbox"/> FORM C \$1,000.00 Premium	

## Section 5 – All Cultivation Operations

Complete Section 5 for each building and outdoor operations

☐ Check box if there are **NO** cultivation operations at this location and skip Section 5

Location/BLDG # 1 / 2 Physical Address: 20 Tunnel St + 503 South St Athol, MA 01331

### Check all that apply:

Location Zoning: ☒ Commercial ☐ Residential ☐ Industrial ☐ Agricultural ☐ Mixed use ☐

Cultivation Operations: ☒ Indoor ☐ Outdoor ☐ Enclosed Greenhouse ☐ Open Greenhouse

Processing Operations ☒ Drying/Curing ☐ Quarantine ☒ Trimming ☒ Storage of Finished Stock

### Cultivation Questions:

- Is there a back-up system for the electrical supply? ☒ Yes ☐ No
- Does the applicant test 100% of the cannabis products grown? ☒ Yes ☐ No  
If yes, who provides testing: Name TBD Ph# \_\_\_\_\_
- Estimated number of harvests per year 4
- Average yield of harvested cannabis per plant 10 (oz)
- Average wholesale value per pound of finished cannabis stock 3000
- Maximum per plant value based on questions 5 and 6 0.000

**Indoor Cannabis & Hemp Crop Coverage:** ☐ Check box if you want to decline crop coverage \_\_\_\_\_  
Initial

CROP COVERAGE LIMITS	Number of Plants	Per Plant Value	= Total Plant Values
Seeds	#	x \$ 0.00	\$ 0.00
Immature Seedlings	#	x \$	\$ 0.00
Vegetative Plants	#	x \$ 0.00	\$ 0.00
Flowering Plants	#	x \$ 0.000	\$ 0.00
Harvested Plants	#	x \$ 0.000	\$ 0.00
Crop Value			\$ 0.00
Finished Stock	LBS.	x \$	\$ 0.00

### All Cultivation operations are required to warrant both of the following:

☒ I have used or will use a licensed, insured contractor for all electrical work at my grow facility.

☒ I have had or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility.

I warrant the above to be true and I understand the insurance contract will be considered based on my warranty:

Wm E. Sells

Applicant Signature

Date: 9 / 10 / 2018

## Section 6 – Cultivation Outdoor/Greenhouse Operations:

Complete Section 6 for each Outdoor/Greenhouse building

☒ Check box if there are **NO** Outdoor/Greenhouse operations and skip Section 6

Location/BLDG # 7 / 2 Physical Address: 20 Tunnel St + 503 South Street, Athol, MA 01331

1. Does the property listed above have fencing surrounding the cultivation area? ☐ Yes ☐ No
  - A. If yes, please provide details about the fencing used (i.e. Height, Electrified, and Material Used).
  - B. If yes, is the fenced in area locked at all times? ☐ Yes ☐ No
2. Is there any barbed wire, razor wire or electrified fencing used for security on property? ☐ Yes ☐ No
  - A. If yes, are there warning signs on the property? ☐ Yes ☐ No
3. Are there gates at all entrances of the property? ☐ Yes ☐ No
  - A. If yes, are the gates locked at all times? ☐ Yes ☐ No
4. Are there any traps that are used for security on the property? ☐ Yes ☐ No
  - A. If yes, please provide details:
5. What percentage of your total cultivation at the location listed above is
  - A. Indoor grown? \_\_\_\_\_ %
  - B. Greenhouse grown? \_\_\_\_\_ %
  - C. Outdoor grown? \_\_\_\_\_ %

\_\_\_\_\_ (A,B,C must total 100%)

### Greenhouse Cultivation Operations:

6. Will the greenhouse be fully enclosed with locking doors? ☐ Yes ☐ No
  - A. If no, please provide photos and details on how you plan on securing the greenhouse.
7. Will the greenhouse have electricity? ☐ Yes ☐ No
  - A. If yes, provide details on equipment that uses electricity.
8. Provide details on the materials used to construct the greenhouse walls. i.e. aluminum frame, glass windows, steel frames, canvas, polycarbonate, etc.
9. All greenhouse operations must include a photo of the building at time of submission.

### Outdoor Cultivation Operations:

1. What is the total property size \_\_\_\_\_ acres
2. What is the size of the total cultivation area where cannabis and or hemp operations take place \_\_\_\_\_ acres



### Section 7 – Manufacturing/Cooking Operations:

Complete Section 7 for each building that has manufacturing / cooking operations

- ☐ Check box if there are **NO** manufacturing or cooking operations and skip Section 7

Location/Bldg # 1 / 2 Physical address: 20 Tunnel Street + 503 South Street Athol, MA 01331

1. Will there be open flame cooking and or fryer operations at the property listed on above? ☐ Yes ☒ No  
If yes: Are open flame cooking and/or frying operations conducted under a non-combustible power ventilation hood? ☐ Yes ☐ No

2. What products do you manufacture that require open flame cooking or frying:

3. Does your establishment have an UL-300 compliant automatic fire suppression system with nozzles extended over all cooking surfaces? ☐ Yes ☒ No N/A  
If yes, what type of fire suppression system is it? NO COOKING

4. Does your cooking/frying equipment have an automatic gas/propane supply cutoff? ☐ Yes ☒ No

5. Does the location list above have deep fat fryer with a high limit temperature switch? ☐ Yes ☒ No

6. How often are your hoods and flues checked? N/A

7. Are hoods and flues inspected/cleaned by an outside service and tagged for verification of this? N/A ☐ Yes ☒ No

8. How often is your fire suppression system serviced? \_\_\_\_\_

9. Are fire suppression systems inspected/cleaned by an outside service and tagged for verification of this? N/A ☐ Yes ☒ No

10. How often are the filters in your grease hood cleaned? N/A

11. Have you ever had any health or liquor violations which have resulted in the closing of your business or suspension of your license in the past? ☐ Yes ☒ No

12. Will your operations include extraction of cannabis oils? ☒ Yes ☐ No  
If yes, what method do you use to extract ROBIN PRESS

13. Will your equipment be used and or rented to others who are not the named insured? ☐ Yes ☒ No  
If yes: will you require them to carry their own insurance and name you on their policy? ☐ Yes ☐ No

14. The address listed above is the only location where your operations are performed? ☒ Yes ☐ No  
If no, list all address and the operations performed at each of the locations. i.e.. short term leases, short term kitchen or lab rentals.

## Section 8 - Property Endorsement FORM A, B, OR C

Complete Section 8 for each building where off premises coverage is wanted

☒ Check box if there is **NO** coverage for off premises at this location and skip Section 8

Location/BLDG #\_\_\_/\_\_\_ Physical Address: \_\_\_\_\_

### Coverages:

See section 4 for **Property Endorsement** coverage forms

### Underwriting Questions:

1. Will the insured transport cannabis living plants to other business? ☒ Yes ☐ No
2. Will the insured transport harvested, processed or finished cannabis to other business? ☒ Yes ☐ No
3. Will the insured deliver any cannabis products directly to the consumer? ☐ Yes ☒ No
4. Will the vehicles that transport the insured's property and or money and securities from the  
scheduled premises have an active alarm system? ☒ Yes ☐ No
5. If yes to question 4: does it include Low Jack or some other tracking service? ☒ Yes ☐ No
6. Are drivers allowed to make personal stops when transporting goods? ☐ Yes ☒ No
7. Are drivers allowed to take any cannabis inventory and or money home? ☐ Yes ☒ No
8. Does the insured collect DMV records from all drivers prior to employment? ☒ Yes ☐ No
9. Does the insured allow any fire arms or weapons in the vehicles? ☐ Yes ☒ No
10. Does the Insured have a lock box that is bolted to the vehicles? ☐ Yes ☒ No
11. Does the insured provide lifts, ride share or other livery type operations? ☐ Yes ☒ No

**Section 9. – Product Liability Questions**

☐ By checking the box I the Applicant / Insured willfully and knowing declining Product Liability coverage.

**Section 9.A. – General Questions - All Operations**

1. Does the applicant maintain daily written records of all Cannabis, CBD, Hemp and inventory of non-cannabis products, including purchase date, type of product, purchase price and who it was purchased from? ☒ Yes ☐ No
2. Does the applicant have a quality assurance plan in place? ☒ Yes ☐ No
3. Does the applicant have a product recall plan? ☒ Yes ☐ No
4. Does the applicant test 100% of the Cannabis, CBD and Hemp products prior to distribution? ☒ Yes ☐ No
  - A.) If yes, does the applicant perform their own testing? ☐ Yes ☒ No
  - B.) If no, provide name of the testing laboratory they are contracted with.  
Lab Name: TBD  
Contact: \_\_\_\_\_
5. Does the Insured use software to track sales and pertinent transaction data such as who, when and what was purchased? ☒ Yes ☐ No
  - A.) If yes does the software have product recall/withdrawal safe guards? TBD  
☐ Yes ☐ No
6. Will the insured follow to the best of the abilities all Consumer Product Safety Commission regulations as it would pertain to the withdrawal and/or recall of defective products? ☒ Yes ☐ No
7. Does the insured have a communication and complaint handling procedure? TBD  
☒ Yes ☐ No
8. Does the insured know of any products that were either voluntarily or mandatory recalled/withdrawn in the past 5 years? N/A  
☐ Yes ☒ No
  - A.) If yes; please provide the total number of recalls/withdrawals the insured has had in the past 5 years? # \_\_\_\_\_ Voluntarily # \_\_\_\_\_ Mandatory ☐ Yes ☒ No
9. Does the applicant have current or prior product liability insurance? ☐ Yes ☒ No
  - A.) If yes, please complete the follow section about your past and or current product liability carrier?  
 Insurer/Carrier Name \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Policy Number \_\_\_\_\_ Premium \$ \_\_\_\_\_  
 Coverage Limits \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_ Occurrence \_\_\_\_\_  
 Policy Form Type ☐ Claims Made ☐ Occurrence

**Section 9.B. – Retail Operations**

1. What percentage of the applicants estimated revenue is from the sale of non-cannabis equipment, hardware, or non-ingestible items? N/A \_\_\_\_\_%
2. Does the applicant obtain and maintain a current copy of a vendor's insurance certificate naming the applicant as Additional Insured from each of the companies the applicant purchases products and or ingredients from? ☐ Yes ☐ No
3. Does the applicant require each vendor that they contract with to have a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate limit? ☐ Yes ☐ No
4. Does the applicant require testing from each vendor(s)? ☐ Yes ☐ No
5. Does the applicant maintain vendor contracts, records and invoices for 5 years or more? ☐ Yes ☐ No
  - A.) If no, how long does the applicant maintain records? \_\_\_\_\_
6. Have or will any of the Cannabis, CBD or Hemp products sold by the applicant test for unsafe trace levels of butane and or propane for human consumption? ☐ Yes ☐ No
7. What type of products will the insured sell in there store? \_\_\_\_\_

**Section 9.C. – Cannabis, Hemp and CBD Cultivation Operations**

1. Are you a certified organic farm? ☐ Yes ☒ No
  - A.) If yes, please include your certification identification. \_\_\_\_\_
  - B.) If no what form of pest prevention are you using? Please explain;  
Non-chemical - Natural Pest control including mint oil,  
orange peels, diatomaceous earth + beneficial insects
2. Does the applicant apply their own pesticides? ☒ Yes ☐ No
  - A.) If no, does the insured get a copy of the contracted company's insurance before any work begins? ☐ Yes ☐ No
3. Do you follow all state and federal laws with the regards to the use, storage and disposal of pesticides? ☒ Yes ☐ No
4. Are you aware of any past or current pesticide issues that would result in a loss or claim? ☐ Yes ☒ No

**Section 9.D. – Manufacture of Infused and/or Processed, Extracted Cannabis, Hemp or CBD Products**

1. Does the applicant use any butane, propane, CO2 or other gases in the manufacturing process? ☐ Yes ☒ No
  - A.) If yes, please provide what gases the applicant uses. \_\_\_\_\_
2. Does the applicant follow all laws, regulations and ordinances pertaining to the storage, use and disposal of any gases used in the applicant's operations? ☒ Yes ☐ No
3. Does the applicant test 100% all products manufactured for any level of gas residue? ☐ Yes ☐ No
  - A.) If yes, will the applicant destroy 100% of the products found with unsafe gas residue(s)? ☐ Yes ☐ No
4. Provide a complete list of products that the applicant manufactures on a Word or Excel document? ☒ Yes ☐ No
5. List all products that the insured may not manufacture, but places applicants label on. Please provide an attached list if applicable.

**Section 9.E. – Equipment, Hardware and Other Non-Cannabis, Hemp or CBD manufactured items**

1. Provide a complete list of products that the applicant manufactures on an Excel or Word document and attach the document to the submission
2. List all products that the insured may not manufacture, but places applicants label on. Provide a list on a Word or Excel Document if applicable.

**Section 9.F. – Product Liability and Endorsements**

Choose your Product Liability Coverages Limits

- ☐ \$100,000 Occurrence / \$100,000 Aggregate  
☐ \$1,000,000 Occurrence / \$1,000,000 Aggregate  
☒ \$1,000,000 Occurrence / \$2,000,000 Aggregate

Choose your Product Withdrawal Coverage Limits and Deductibles. ☐ Check the box if you want to opt-out of Product Withdrawal

- ☒ \$100,000 Max Expense Limits (Default limits)  
☐ \$1,000 Deductible  
☒ \$5,000 Deductible

- ☐ \$250,000 Max Expense Limits  
☐ \$5,000 Deductible  
☐ \$10,000 Deductible  
☐ \$25,000 Deductible

Choose your Endorsements:

- ☐ Additional Insured    ☐ Governmental    ☐ Vendor    ☐ Other \_\_\_\_\_  
Additional Insured Name: \_\_\_\_\_  
Additional Insured Address: \_\_\_\_\_  
☐ Waiver of Subrogation    ☐ Governmental    ☐ Landlord    ☐ Vendor  
☐ Primary Wording    ☐ Governmental    ☐ Landlord    ☐ Vendor  
☐ 1 year Retro Active Date    ☐ 3 year Retro Active Date    ☐ 5 year Retro Active Date  
☐ 2 year Retro Active Date    ☐ 4 year Retro Active Date  
\*if adding retro active date, please include the loss runs and premiums for each prior year

I understand that this Products Liability coverage part applied for will apply only to CLAIMS FIRST MADE AND REPORTED to the Company in writing within the period of coverage shown on the certificate of insurance issued with the policy or certificate on the date the policy is canceled or terminated, whichever comes first or as otherwise provided by the policy.

Walter E. Geller

Signature of Applicant

Managing Member

Title

9/10/2018

Date

**Section 10 – ADDITIONAL INSURED**

☒ Check box if there are NO additional insureds needed at this time and skip Section 10

**ADDITIONAL INSURED** (check one) ☐ landlord ☐ loss payee ☐ Governmental Agency ☐ Other \_\_\_\_\_

☐ Waiver Of Subrogation: -provide copy of requirements

☐ Primary Wording with Non-Contributory Wording - provide copy of requirements

Location#/BLDG \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_

State and Zip Code \_\_\_\_\_ / \_\_\_\_\_

**ADDITIONAL INSURED** (check one) ☐ landlord ☐ loss payee ☐ Governmental Agency ☐ Other \_\_\_\_\_

☐ Waiver Of Subrogation: -provide copy of requirements

☐ Primary Wording with Non-Contributory Wording - provide copy of requirements

Location#/BLDG \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_

State and Zip Code \_\_\_\_\_ / \_\_\_\_\_

**ADDITIONAL INSURED** (check one) ☐ landlord ☐ loss payee ☐ Governmental Agency ☐ Other \_\_\_\_\_

☐ Waiver Of Subrogation: -provide copy of requirements

☐ Primary Wording with Non-Contributory Wording - provide copy of requirements

Location#/BLDG \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_

State and Zip Code \_\_\_\_\_ / \_\_\_\_\_

**ADDITIONAL INSURED** (check one) ☐ landlord ☐ loss payee ☐ Governmental Agency ☐ Other \_\_\_\_\_

☐ Waiver Of subrogation: -provide copy of Requirements

☐ Primary Wording with Non-Contributory Wording - provide copy of Requirements

Location#/BLDG \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_

State and Zip Code \_\_\_\_\_ / \_\_\_\_\_

- **Fire and Theft losses of property may be excluded if:**
  - a. The Central Station Alarm System is not active during non-business hours. (All doors and windows must be connected to the central station alarm system).
  - b. The Video Surveillance Systems is not recording and backing up for 14 days prior to the loss.
  - c. The Seeds, finished cannabis stock/inventory, money and securities are outside the safe during non-business hours.
  - d. The minimum safe and or vault requirements have not been met at the time of the loss.
  - e. The building is over 20 years old and no updates have been done in the last 20 years.
  - f. The safe or vault does not have a 1 hour fire rating, fire will be excluded unless 100% covered by fire sprinklers
  - g. All Vaults must be approved in writing by the underwriter

**Other Conditions:** Questions and information provided in this application will become part of the policy of insurance if issued. Other Terms, Conditions and Coverages will be included as part of any insurance policy issued by the insurance company. Those Terms, Conditions and Coverages may differ from what is requested in this application.

I Wayne E. Elibero an authorized representative of 1620 Labs, LLC understand and agree this application and any supplements attached hereto will be relied upon for issuance of any policy. I further understand and agree that failure to provide a true and accurate response to the foregoing questions may, at the option of the company, result in the voiding of the insurance issued in reliance on this application and/or denial of claims under any policy issued.

I authorize and consent to investigations of information bearing upon moral character, professional reputation and fitness to engage in the activities of my business and I agree to release to International Insurance Company of Hannover SE, any documents, records or other information bearing upon the foregoing. I understand and agree these investigations shall not be confined to information submitted in this application, but shall include any other sources of information deemed relevant by the Company as may be authorized by law.

I understand this insurance is being provided through a surplus lines company and the insurer may not be subject to all the insurance laws and rules in my state and the risk is not protected by the State Insurance Insolvency Fund.

**THIS APPLICATION MUST BE SIGNED BY APPLICANT WITHIN 10 DAYS OF BINDING.  
SIGNING THIS FORM DOES NOT BIND THE COMPANY TO COMPLETE THE INSURANCE. COVERAGE BECOMES  
EFFECTIVE WHEN ACCEPTED BY THE INSURANCE COMPANY**

Wayne E. Elibero 9/10/2018 Managing Member  
Authorized Applicant Signature Date signed Title

Main contact: Wayne E. Elibero Phone number: 978-846-2261

11/1/2019 \_\_\_\_\_  
Requested Effective Date Name of licensed insurance broker

\_\_\_\_\_  
Name of appointed insurance brokerage Signature of licensed Insurance broker



## STATEMENT OF NO LOSS

AGENCY		NAMED INSURED	
CONTACT NAME:		CARRIER	NAIC CODE
PHONE (A/C, No, Ext):			
FAX (A/C, No):		POLICY NUMBER	
E-MAIL ADDRESS:		APPROVED BY	
CODE:	SUBCODE:		
AGENCY CUSTOMER ID:			

I CERTIFY THAT I AM NOT AWARE OF ANY LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THE INSURANCE POLICY WHOSE NUMBER IS SHOWN ABOVE, FROM 12:01 AM ON \_\_\_\_\_ TO \_\_\_\_\_ .

CANCELLATION DATE

DATE AND TIME SIGNED

\_\_\_\_\_  
APPLICANT'S SIGNATURE

### RECEIPT

\$ \_\_\_\_\_ AMOUNT RECEIVED BY: \_\_\_\_\_  
PRODUCER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE AND TIME







## 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, Wayne Elibero, (insert name) certify as an authorized representative of 1620 Labs, LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Athol, Massachusetts (insert name of host community) pursuant to G.L.c. 94G § 3(d) on July 17, 2018 (insert date).

Signature of Authorized Representative of Applicant

### Host Community

I, SHAUNA SUHOSKI, Town Manager (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for THE TOWN OF ATHOL, MA (insert name of host community) to certify that the applicant and THE TOWN OF ATHOL (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on JULY 17, 2018 (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, Doug Reepmeyer, attest as an authorized representative of 1620 Labs, LLC 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 May 1st, 2018.
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 April 23rd, 2018 (Athol Daily News), 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 April 18th, 2018 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 April 21st, 2018, 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.



# STATE & REGION

## Judge fights for job after admitting to courthouse affair

By **ALANNA DURKIN RICHER**  
Associated Press

BOSTON — Massachusetts’ highest court will decide the fate of a judge who admitted to having an affair with a clinical social worker that included sexual encounters at the courthouse.

The Commission on Judicial Conduct is asking for Judge Thomas Estes to be suspended indefinitely without pay to give lawmakers time to decide whether to remove him from the bench for his relationship with Tammy Cagle, who worked in the special drug court where Estes sat before she was reassigned last year.

If the Supreme Judicial Court agrees, it will be the first time in three decades it has taken such action against a judge for misconduct. The case comes amid the #MeToo movement that sparked a national reckoning over sexual misconduct in the workplace.

“This case couldn’t come at a worse time for Judge Estes,” said Martin Healy, chief legal counsel of the Massachusetts Bar Association.

The Supreme Judicial

Court will consider Estes’ case Tuesday.

Cagle has accused Estes, who’s married and has two teenage sons, of pressuring her into performing oral sex on him in his chambers and her home. Then after she tried to end the relationship, she asserts he treated her coldly and pushed her out of the drug court.

Estes is fighting for his job and urging the Supreme Judicial Court for a four-month suspension. He denies ever harassing Cagle or causing her to be removed from her job. He says that Cagle initiated their first encounter and he was “wracked with guilt,” but that Cagle pressed to continue their relationship.

“I hardly have the words to express the shame and sorrow that I feel,” Estes, who was first justice of the Eastern Hampshire District Court in Belchertown, said in a statement before the Commission on Judicial Conduct. “I’ve brought disrepute to the bench that I am so proud to be a part of.”

The decision to oust Estes from the bench would be up to

state lawmakers, who could either impeach him or issue a “bill of address” calling for his removal. Republican Gov. Charlie Baker, who supports Estes’ removal, and the Governor’s Council would both have to sign off on a bill of address to strip Estes from the bench.

The last time a Massachusetts judge was removed through a bill of address was Judge Jerome Troy of the Dorchester District Court in 1973. Five years later, the high court sanctioned Robert Bonin, chief justice of the Superior Court, for attending a lecture that served as a fundraiser for a group of defendants, but Bonin resigned before lawmakers could kick him out of office.

The Commission on Judicial Conduct found that Estes used his judicial email account to arrange some of his sexual encounters with Cagle and strategize on how best to communicate in order to hide the affair from his family.

Estes was confined to administrative duties last year before news of the affair became public, prompting speculation that it was related to a



DON TREEGER/THE REPUBLICAN VIA AP

**In this March 21, 2016, file photo, Judge Thomas Estes presides in Eastern Hampshire District Court in Belchertown, Mass. The Commission on Judicial Conduct is asking for Judge Estes to be suspended indefinitely without pay to give lawmakers time to decide whether to remove him from the bench for his relationship with Tammy Cagle, who worked in the special drug court where Estes sat.**

sentence he handed out in a sexual assault case that sparked outrage.

A petition called for his removal in 2016 when he sentenced a former high school

athlete to probation after the athlete pleaded guilty to sexually assaulting two classmates. The case drew parallels to that of former Stanford University swimmer Brock Turner, who

got just six months in jail for a sexual assault conviction.

Judge Estes’ lawyer David Hoose, who didn’t respond to phone messages from The Associated Press, told the court that the humiliation Estes has experienced in the exposure of the affair calls for a more lenient punishment. His attorney argues the affair had no impact on Estes’ judicial duties, saying Estes’ evaluations are “nothing short of superlative.”

“Judge Estes has taken a terrible beating in the press and on social media, most of it from people who know neither the law nor the facts of his case,” Hoose said in court documents. “But these pundits and cranks do not determine the appropriate sanction — this court does.”

But Healy, of the Bar Association, said he doesn’t see how Estes keeps his job based on past cases of judicial misconduct.

“I can’t think of another position in society that has more power and the potential for abuse of that power than someone who is sworn in for as a judge for life,” Healy said.

### BEACON HILL

## Criminal justice law brings reform, also more regs and costs

By **BOB SALSBERG**  
Associated Press

BOSTON — Hailed as the most comprehensive overhaul of the state’s criminal justice system in decades, the bill that became law with Republican Gov. Charlie Baker’s signature this month also comes with an uncertain price tag, adds new layers of bureaucracy and leaves many complex issues to future study.

The package of reforms shaped by the Democratic-controlled Legislature reflects the multiple constituencies that lobbied for inclusion in the law, and attempts to balance a desire for less punitive approaches to criminal justice against demands to assure public safety.

The final compromise was approved 37-0 in the Senate and 148-5 in the House.

The measure creates more than a dozen commissions, oversight boards, task forces and study committees, some permanent and others pegged to expire after issuing recommendations for future Legislatures to chew on.

Skeptics note there is little oversight of study panels, some of which are never appointed or rarely meet, routinely miss deadlines or produce reports that few on Beacon Hill bother to read.

A closer look:

### No cost consensus

Backers agree the overhaul will ultimately save taxpayers money through programs aimed at reducing both the numbers of young people entering the prison system and ex-convicts returning to jail because of new crimes.

But there’s also agreement that implementing the law will require short-term spending. No firm cost estimate has been provided.

Baker has suggested the state budget for the fiscal year starting July 1 could require



FILE PHOTO

**The Massachusetts Statehouse on Beacon Hill in Boston.**

as much as \$40 million in additional funds for implementation, including new staff and equipment for public safety agencies.

The House Ways and Means Committee’s \$41 billion spending plan includes more than \$15 million in “targeted investments,” related to the law, including \$3 million for re-entry programs for ex-inmates, and \$5 million to expand substance abuse treatment.

### New rules and regs

The law imposes many new regulations on state agencies, the courts, correctional facilities and municipal police departments.

There are, for example, new mandates around record-

keeping and data collection to accurately track arrests, incarceration and recidivism rates, partly to gauge racial and ethnic disparities.

Another requirement is for all existing untested rape kits associated with a reported sexual assault to be submitted for testing within 180 days, and a new tracking system so victims can access information about their rape kit throughout the testing and storage process.

New training programs must be developed to help po-

lice officers avoid racial and ethnic profiling, build trust within their communities and use sensitivity in dealing with the mentally ill, among other objectives.

A permanent, 13-member forensic board would oversee and independently audit state labs and facilities that perform forensic services for criminal investigations. The board is an apparent response to misconduct of two state drug lab chemists, Annie Dookhan and Sonja Farak, together which led to dismissal of more than 25,000 convictions.

### Lots more study

In settling on a final version of the bill, House and Senate negotiators left many sensitive issues involving the criminal justice system to further study by yet-to-be appointed panels. Some examples:

— An eight-member special commission to study the health and safety of lesbian, gay, bisexual and transgender inmates in state prisons and other correctional facilities.

• A 12-member oversight committee to further study the use and impact of solitary confinement and other forms of restrictive housing in state prisons.

• A 13-member special commission to study the high rate of suicide among correctional officers and recommend

### LEGAL NOTICE

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING RECREATIONAL ADULT-USE  
MARIJUANA ESTABLISHMENT  
1620 LABS, LLC  
1 EXCHANGE STREET, ATHOL, MA 01331**

Notice is hereby given that 1620 Labs, LLC will host a Community Outreach Meeting on the following matter on May 1, 2018 in the Program Room at the Athol Public Library located at 568 Main Street, Athol, MA 01331 at 5:30 P.M.: 1620 Labs, LLC intends to apply for an Adult-use Marijuana Establishment license to operate a recreational marijuana cultivation and processing facility at 1 Exchange Street, Athol, MA 01331 (former Agway property) pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, and any other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented by 1620 Labs, LLC at the Community Outreach Meeting will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the proposed address;
  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 as defined by law.
- Community members will be permitted and are encouraged to ask questions and receive answers from representatives of 1620 Labs, LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen’s office, and the Planning Department, all located at 584 Main Street, Athol, MA 01331, and 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 cultivation and processing facility, 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.

3418725

April 23

steps to prevent future deaths.

• A 19-member special commission to evaluate the current system of bail and offer recommendations for change.

• A 20-member task force to examine how people aged 18-24 are treated in the crimi-

nal justice system and the feasibility of separate courts to specifically handle cases involving young adults.

Members appointed to these and other panels generally would serve without compensation but could be reimbursed for personal expenses they incur doing the work.

### LEGAL NOTICE MORTGAGEE’S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **Kevin Prue** to JPMorgan Chase Bank, N.A., dated July 3, 2008 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 43061, Page 166 subsequently assigned to Chase Home Finance LLC by JPMorgan Chase Bank, N.A. by assignment recorded in said Worcester County (Worcester District) Registry of Deeds at Book 45327, Page 32; of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at **11:00 AM on May 7, 2018 at 512 Pinedale Avenue, Athol, MA**, all and singular the premises described in said Mortgage, to wit:

PARCEL ONE: The land in Athol, Worcester County, Massachusetts, on the westerly side of Pinedale Avenue between the houses now occupied by Bennett and Jardine, bounded and described as follows: Beginning at the northeasterly corner thereof; thence westerly 300 feet, more or less, to land of Bassett; thence southerly 60 feet to a stake; thence easterly 300 feet, more or less, to Pinedale Avenue; thence 60 feet to the place of beginning. Being the Fifth Lot North of the Jardine property. PARCEL TWO: The land in said Athol, on the westerly side of Pinedale Avenue, bounded and described as follows: Beginning at the southeasterly corner thereof, it being the northeast corner of other land of said Thorp; thence northerly by said Pinedale Avenue about 60 feet to other land or Athol Sportsman’s Club; thence westerly by land of said Athol Sportsman’s Club about 300 feet to land of one Bassett (incorrectly described in the reference below as 200 feet). thence southerly by said Bassett land about 60 feet to land of said Thorp; thence easterly by said Thorp land about 300 feet to the place of beginning (incorrectly described in the reference below as 200 feet). Also, a certain other tract of land on the westerly side of Pinedale Avenue, bounded and described as follows: Beginning at the northeast corner thereof at other land of the “grantees”; thence westerly by other land of the “grantees” 300 feet, more or less, to land of one Bassett; thence southerly by land of said Bassett 120 feet, more or less, to land of one Ambrose; thence easterly by said Ambrose land 300 feet, more or less, to the westerly line of Pinedale Avenue; thence northerly by said Pinedale Avenue 120 feet, more or less, to the place of beginning. Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Worcester District Registry of Deeds herewith. 43061-164

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney’s fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

### TERMS OF SALE:

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

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

JPMorgan Chase Bank, National Association, successor by merger to Chase Home Finance LLC  
Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANDO PC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
17-008778

April 16, 23, 30, 2018

3417834

**WARWICK**

**RABIES CLINIC**

All Towns Welcome

**Sat., April 28<sup>th</sup>**

New Warwick Fire Station

**Route 78**

10 a.m. - 12 Noon

**COME EARLY**

Rabies Shot.....\$20<sup>00</sup>

Please bring a can of pet food for stray animals


Dogs & cats leashed/contained

Services provided by Adams Animal Hospital

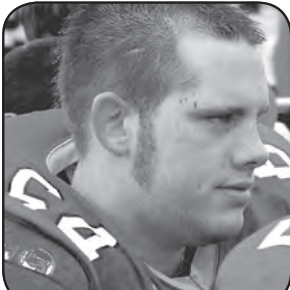
**Warwick ACO**

(978) 544-3402






**In Loving Memory**



**Etienne G. Lozier**

Sept. 25, 1992 - Apr. 23, 2011

**Day by day  
Year by Year  
Always Near  
And Forever Dear  
Love, Your Family**





# RE: Notice of Community Outreach

Eric Smith <planning@townofathol.org>

Thu 4/19/2018 8:13 AM

To: 'Doug Reepmeyer' <dougreep@hotmail.com>;

Hi Doug,

I was out of the office yesterday. But I did want to confirm that my office received this meeng noce.

Regards,  
Eric

---

From: Doug Reepmeyer [mailto:dougreep@hotmail.com]  
Sent: Wednesday, April 18, 2018 10:11 AM  
To: ssuhoski@townofathol.org; selectmen@townofathol.org; townclerk@townofathol.org; Eric Smith  
Cc: Wayne Elibero  
Subject: Notice of Community Outreach

Hi Nancy/Bridget/Shawn/Eric,

We are planning a Community Outreach Meeng r egarding our proposed Adult-Use Marijuana Establishment license on May 1, 2018 in the Program Room at the Athol Public Library at 5:30 P.M.

According to the CCC guidelines, a copy of this noce is t o be on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department. A atched is a copy of this Noce of Community Outr each Meeng which should sa s fy the requirement that you keep this Noce of Community Outr each Meeng on file. Please confirm receipt of the Noce and y our ability to maintain this Noce on file.

Thank you for your assistance. Please reach out if you have any quesons/ comments/concerns.

Thanks,  
Doug Reepmeyer  
617-784-2851

Nancy Burnham, Town Clerk  
Bridget Sullivan, Board of Selectmen's Assistant  
Shawn Suhoski, Town Manager  
Eric Smith, Director of Planning and Development

NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING RECREATIONAL ADULT-USE MARIJUANA ESTABLISHMENT  
1620 LABS, LLC  
1 EXCHANGE STREET, ATHOL, MA 01331

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5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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NOTICE OF COMMUNITY OUTREACH MEETING  
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1620 LABS, LLC  
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SOUTH BOSTON  
444 E 3RD ST  
SOUTH BOSTON  
MA  
02127-9998  
2400980127  
04/21/2018 (800)275-8777 10:31 AM

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Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034720209)	1	\$0.50
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034720193)	1	\$3.45
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034720186)	1	\$0.50
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034720179)	1	\$3.45
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034720162)	1	\$0.50

First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651060)	1	\$0.50	\$3.45
First-Class Mail Letter (Domestic) (BROCKTON, MA 02301) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651053)	1	\$0.50	\$3.45
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651046)	1	\$0.50	\$3.45
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651039)	1	\$0.50	\$3.45
First-Class Mail Letter (Domestic) (ATHOL, MA 01331) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651015)	1	\$0.50	\$3.45
First-Class Mail Letter (Domestic) (LINCOLN, MA 01773) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Monday 04/23/2018) Certified 1 (@@USPS Certified Mail #) (70180360000034651022)	1	\$0.50	\$3.45
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First-Class Mail Letter	1	\$0.50
(Domestic)		
(ATHOL, MA 01331)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
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(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Domestic)		
(LUNENBURG, MA 01462)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Weight:0 Lb 0.30 Oz)		
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(Monday 04/23/2018)		
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(Domestic)		
(ATHOL, MA 01331)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Domestic)		
(ATHOL, MA 01331)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(70180360000034651190)		

First-Class Mail Letter	1	\$0.50
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(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(Domestic)		
(WAYLAND, MA 01778)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(@@USPS Certified Mail #)		
(70180360000034720131)		
First-Class Mail Letter	1	\$0.50
(Domestic)		
(LEOMINSTER, MA 01453)		
(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(ATHOL, MA 01331)		
(Weight:0 Lb 0.30 Oz)		
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(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
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(70180360000034720100)		
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(Domestic)		
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(Weight:0 Lb 0.30 Oz)		
(Estimated Delivery Date)		
(Monday 04/23/2018)		
Certified	1	\$3.45
(@@USPS Certified Mail #)		
(70180360000034720094)		



1st-Class	1	\$0.50
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Mail  
Letter  
(Domestic)  
(ROYALSTON, MA 01368)  
(Weight:0 Lb 0.30 Oz)  
(Estimated Delivery Date)  
(Monday 04/23/2018)

Certified	1	\$3.45
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(@USPS Certified Mail #)  
(70180360000034651183)

First-Class	1	\$0.50
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Mail  
Letter  
(Domestic)  
(ATHOL, MA 01331)  
(Weight:0 Lb 0.30 Oz)  
(Estimated Delivery Date)  
(Monday 04/23/2018)

Certified	1	\$3.45
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(@USPS Certified Mail #)  
(70142120000037059698)

Total	\$110.60
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Credit Card Remitd	\$110.60
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(Account #:XXXXXXXXXX1009)  
(Approval #:822394)  
(Transaction #:817)  
(Entry Mode:Chip)  
(AID:A000000025010801)  
(Application Label:AMERICAN EXPRESS)  
(PIN:PIN Not Required)  
(Cryptogram:4698421CF7921382)  
(ARC:00)  
(CVR:5E0300)  
(IAD:06460103602002)  
(TSI:F800)  
(TVR:0000008000)

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840-5020-0019-002-00027-37554-02

1620 Labs, LLC

Plan to Remain Compliant with Local Zoning

The properties located at 1 Exchange Street and 20 Tunnel Street & 503 South Street in Athol, MA are currently under agreement to purchase by 1620 Labs, LLC. The properties meet all zoning requirement for a Marijuana Establishment per the Athol Town By-Laws for Marijuana Use that were approved via Special Town Meeting on March 5, 2018 and the Commonwealth of Massachusetts Office of the Attorney General on April 4, 2018.

Use of the properties as a Marijuana Establishment is subject to a Special Permit. 1620 Labs, LLC has applied for a Special Permit with the town of Athol for 1 Exchange Street which was subject to a public hearing on June 6, 2018. Approval is pending. 1620 Labs, LLC will also be applying for a Special Permit for both Marijuana Cultivation and Manufacturing during the August 2018 Athol Town Planning Board Meeting for the property located at 20 Tunnel Street and 503 South Street.

When the Special Permits are granted to 1620 Labs, LLC for Tier 3 Marijuana Cultivation and Manufacturing at these properties, the company will actively monitor any changes to the town zoning by-laws to ensure that the property is in compliance with then current zoning.

Certified By:



Wayne E. Elibero  
Managing Member  
1620 Labs, LLC

**Town of Athol**  
**Board of Planning and Community Development**  
584 Main Street Memorial Building  
Athol, Massachusetts 01331  
David Small, Chairman

**LICENSED MARIJUANA ESTABLISHMENT SPECIAL PERMIT  
FINDINGS AND DECISION**

**1620 Labs, LLC, 1 Exchange Street, Athol, MA**  
**Filed with the Office of Town Clerk on June 28, 2018**

**Procedural History**

1. Applicant: 1620 Labs, LLC of P.O. Box 480, Athol, MA 01331. For a proposed Licensed Marijuana Establishment for property located at 1 Exchange Street, Athol, MA 01331.
2. Location (Address and Map / Parcel Number) and Owner: 1 Exchange Street, Athol, Mass (Map 30 Parcels 394 and 395). The property is listed as owned by People's United Bank, NA according to the Town of Athol Assessors.
3. Lot Size/Zoning District: The total lot size for the existing property is approximately +/- 1.11 acres. The Zoning District is General Commercial (G). A Licensed Marijuana Establishment is a use permitted subject to Special Permit approval under Section 3.29 of the Zoning Bylaw in the G Zoning District. Based on approval of this Special Permit the Applicant has zoning approval to conduct adult use of marijuana cultivation and processing uses.
4. The Applicant provided copies of the site plan and application format as required in the Athol Zoning Bylaw Article III, GENERAL REQUIREMENTS, Section 3.29, Licensed Marijuana Establishments, and Planning Board Filing Requirements and Fees for Special Permits as applicable. The set of plans and application materials, with most recent revision dates are as follows:
  - a. Special Permit Application, 1620 Labs, LLC, 5/16/18
  - b. 1 Exchange Street, Athol, MA, Parking Requirements, 5/24/2018
5. As per Section 1.2.6.1.3 of the Athol Zoning Bylaws and MGL Chapter 40A, the Board of Planning and Community Development held a properly posted meeting to review this application on June 6, 2018. The Public Hearing was then continued until June 20, 2018. The Board closed the Public Hearing on June 20, 2018. Public Hearing Notices were put in the paper on May 22, 2018 and May 29, 2018. And all abutters were sent notices.
6. The Board of Planning and Community Development voted 5 to 0 to approve this Special Permit at their regular business meeting on June 27, 2018 with conditions.

## **FINDINGS**

1. The proposed creation of a Licensed Marijuana Establishment at 1 Exchange Street, specifically for adult use marijuana cultivation and processing uses, is a permitted use subject to Special Permit by the Board of Planning and Community Development within the G Zoning District.
2. The Board of Planning and Community Development finds that all of the Special Permit application requirements for a submittal under Section 3.29, Licensed Marijuana Establishments, have been met.
3. In accordance with Section 3.29.4.1 and 3.29.5.2, the application and plans were provided to the required Town Agents. Input has been received by the DPW Highway Superintendent, the Police Chief, and Board of Health Agent. The Fire Department responded that they did not have any comments. No comments were received from the Building Inspector/Zoning Agent, Conservation Commission, Board of Selectmen, and the Historic Commission. Conditions to address the comments of the DPW Highway Superintendent and Police Chief have been included in this Decision.
4. The Planning Board has held the public hearing within the statutory 65-day timeframe from the time of the application filing on May 16, 2018, per Section 1.2.6.1.3 of the Zoning Bylaw and MGL Chapter 40A.
5. In conformance with the purpose and intent section of the Licensed Marijuana Establishments Zoning Bylaw, Section 3.29.1, and in reviewing the 1620 Labs, LLC Special Permit application and plans per Special Permit Criteria of the Zoning Bylaw under Section 1.2 and Section 3.29.9 the Planning Board finds that the 1 Exchange Street site is an appropriate location for the proposed use and that the character of adjoining uses will not be adversely impacted by the adult use marijuana cultivation and processing uses and that said uses will not act as a nuisance or hazard nor will congestion be created and there will not be substantial harm to the public health, property values of residential and commercial properties, the business climate and the general quality of life in the community. Conditions have been included to ensure proper security measures and other mitigations measure are in place.

## **DECISION**

The Board of Planning and Community Development on June 27, 2018 made a motion and Voted 5 to 0 to approve this Licensed Marijuana Establishment Special Permit submitted by 1620 Labs, LLC for an adult use marijuana cultivation and processing establishment at property located at 1 Exchange Street, Athol, MA (Map 30 Parcels 394 and 395) on land owned by People's United Bank, NA with the following conditions to be added to the permit.

## **CONDITIONS**

1. Approval of the Special Permit shall be implemented only in conformance with the submitted Licensed Marijuana Establishment Special Permit Application and Plans, and as further conditioned in this Decision. Any further modification to this Licensed Marijuana Establishment Special Permit approval shall be subject to review and approval by the Athol Board of Planning and Community Development as a Modification to this Licensed Marijuana Establishment Special Permit.
2. Implementation of the Applicant's odor control plan to meet the requirements of Section 3.29.3.6.


3. Implementation of the Applicant's security and site plan to meet the requirements of Section 3.29.3.7
4. Prior to issuance of Building Permit, the Applicant shall work to satisfy the request of the DPW Superintendent to provide a sampling station on-site for wastewater discharge sampling. In addition, the Applicant shall be prepared to work with the DPW to address any on-site pre-treatment required of phosphorous and total nitrogen in accordance with U.S. Environmental Protection Agency, NPDES Permit requirements.
5. Prior to issuance of Occupancy Permit, the Applicant shall work with the Athol Police Department to determine if an Athol Police and Fire radio repeater system is required to be installed inside the premises and ensure that a system is in place for the Police Department to access surveillance cameras during a holdup alarm and/or other public safety and security threats.
6. Before the Licensed Marijuana Establishment becomes operational, the applicant must provide the Police Department, the Athol Board of Health and the Building Department, a copy of the License issued by the Massachusetts Cannabis Control Commission. A copy shall also be provided to the Board of Planning and Community Development.
7. The Licensed Marijuana Establishment shall post the License issued by the Massachusetts Cannabis Control Commission in a conspicuous location on the premises approved by the Zoning Enforcement Officer.

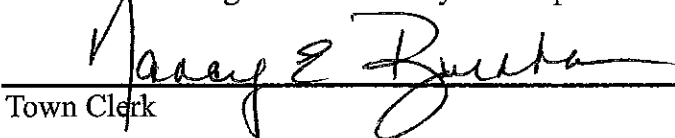
## RECORD OF VOTE

The following members of the Board of Planning and Community Development voted to approve this application for a Licensed Marijuana Establishment Special Permit submitted by 1620 Labs, LLC for a proposed adult use marijuana cultivation and processing establishment at 1 Exchange Street, Athol, MA on land identified as Map 30 Parcels 394 and 395 by the Athol Assessors and owned by People's United Bank, NA in accordance with the Town of Athol Zoning Bylaws Section 3.29 and with all conditions added as stated above.

David Small, Chairman  
Rick Hayden  
Kathy Norton  
Calvin Taylor  
Duane Truehart

Filed with the Town Clerk on: June 28, 2018

  
\_\_\_\_\_  
David Small, Chairman  
Board of Planning and Community Development

  
\_\_\_\_\_  
Town Clerk

An appeal to this decision must be made to the Superior Court within 20 days of the filing of this decision with the Town Clerk in accordance with Section 17 of Chapter 40A. Notice of the action with a copy of the complaint shall be given to the Town Clerk so as to be received within 20 days.

The Board of Planning and Community Development Site Plan review process shall become void two years from the date of approval, if said project has not been completed. The Two years shall not include time required to pursue or await determination of an appeal, unless any construction work contemplated shall have commenced and proceeded in good faith continuously to completion. The Board may also extend the two years based on "good cause" determination. Requests for extension of the date of completion must be submitted to the Board of Planning and Community Development at 584 Main St. Athol, MA.





## The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0013248931. The exact name of the limited liability company is: 1620 LABS, LLC

## 2a. Location of its principal office:

No. and Street: 1 EXCHANGE STREETCity or Town: ATHOL State: MA Zip: 01331 Country: USA

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

No. and Street: 160 WHARTON ROWCity or Town: GROTON State: MA Zip: 01450 Country: USA

## 3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

SEEKING APPROVAL TO ENGAGE IN AGRICULTURE WITHIN THE COMMONWEALTH OF MASSACHUSETTS. NOT TO ENGAGE IN THE CULTIVATION OF MARIJUANA OR MANUFACTURING OF PRODUCTS INCLUDING MARIJUANA.

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: WAYNE E ELIBERONo. and Street: 160 WHARTON ROWCity or Town: GROTON State: MA Zip: 01450 Country: USA

I, WAYNE E ELIBERO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

## 6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	WAYNE E ELIBERO	160 WHARTON ROW GROTON, MA 01450 USA

## 7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

SOC SIGNATORY

DOUGLAS P REEPMAYER

404 EAST 3RD STREET  
BOSTON, MA 02127 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WAYNE E ELIBERO	160 WHARTON ROW GROTON, MA 01450 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of April, 2018,**  
**WAYNE E ELIBERO**  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 26, 2018 04:26 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**OF**  
**1620 Labs, LLC**

This Multi-member LLC Operating Agreement represents 1620 Labs, LLC that was formed in the State of Massachusetts on April 26th 2018, hereinafter known as the "Company".

There are a total of Four (4) Members in the Company known as:

Wayne Elibero, of 160 Wharton Row, Groton, Massachusetts, 01450 and has 30% percent ownership-interest in the Company;

Douglas Reepmeyer, of 404 East 3rd Street, Boston, Massachusetts, 02127 and has 30% percent ownership-interest in the Company;

David Levy, of 140 South Main Street, Sherborn, Massachusetts, 01770 and has 30% ownership-interest in the Company;

Michael Lance, of 42 Parker Street, Shirley, Massachusetts, 01464 and has 10% ownership-interest in the Company;

hereinafter known as the "Member(s)".

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Massachusetts and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

## 1. Name and Principal Place of Business

The name of the Company is 1620 Labs, LLC with a principal place of business at 1 Exchange Street, Athol, Massachusetts, 01331. The mailing address shall be 160 Wharton Row, Groton, Massachusetts, 01450.

## 2. Registered Agent

The name of the Registered Agent is Wayne Elibero with a registered office located at 160 Wharton Row, Groton, Massachusetts, 01450 for the service of process as of April 26th 2018. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Massachusetts.

## 3. Formation

The Company was formed on April 26th 2018, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

## 4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

## 5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

## 6. Member(s) Capital Contributions

Contributions to the Company shall be made by following: three (3) members:

Wayne Elibero shall be contributing \$200,000;

Douglas Reepmeyer shall be contributing \$200,000;

David Levy shall be contributing \$200,000;

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

## 7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term “Capital Transactions” shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The “Capital Account” for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term “Members’ Percentage Interests” shall mean the percentages set forth with the name of each Member.

During each quarterly period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members’ Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members’ Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members’ Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company’s business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members’ Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the

Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

#### 8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a Partnership in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.



## 9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

## 10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Members unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

## 11. Meetings of Members

The annual meeting of the Members shall be held on the 30th of June (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

## 12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the unanimous vote of the Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of a unanimous vote of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the

registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

### 13. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such

person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

#### 14. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

#### 15. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Members. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

## 16. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstated and in effect for thirty (30) days.

## 17. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the Members unanimously; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

## 18. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is of legal age; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

## 19. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of 1620 Labs, LLC dated effective as of April 26th 2018, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

## 20. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.



## 21. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

## 22. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

## 23. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) have executed this Agreement on April 26th 2018.

The Member(s) of 1620 Labs, LLC

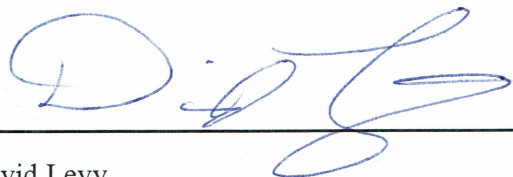


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Wayne Elibero

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Douglas Reepmeyer



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David Levy

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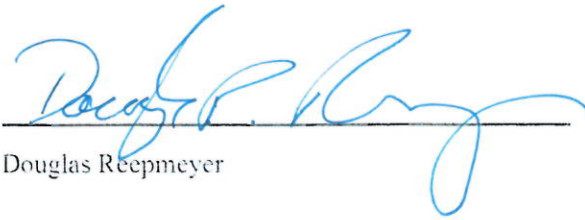
Michael Lance

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on April 26th 2018.

The Member(s) of 1620 Labs, LLC



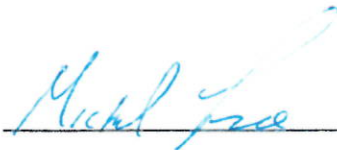
Wayne Elibero



Douglas Reepmeyer



David Levy



Michael Lance



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

mass.gov/dor

Letter ID: L0543090816  
Notice Date: May 7, 2018  
Case ID: 0-000-500-390



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



1620 LABS, LLC  
1 EXCHANGE ST  
ATHOL MA 01331-1811

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

The Commissioner of Revenue certifies that, as of the date of this certificate, 1620 LABS, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

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

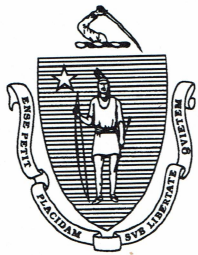
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

May 4, 2018

TO WHOM IT MAY CONCERN:

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

**1620 LABS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 26, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **WAYNE E ELIBERO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WAYNE E ELIBERO, DOUGLAS P REEPMAYER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **WAYNE E ELIBERO**



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

# Policy for Dispensing

## **Not Applicable**

(1620 Labs is not a Medical Marijuana Treatment Center, existing RMD Applicant or a Marijuana Retailer)

1620 Labs is applying for a Marijuana Cultivator License in which we will only cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. We will only transfer marijuana to Licensed Marijuana Establishments in compliance with 935 CMR 500.000 et. seq.

# Diversity Plan

(This document is a summary of the Diversity Plan for 1620 Labs LLC.)

## **I. Intent**

It is the policy of 1620 Labs to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. 1620 Labs goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

## **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that 1620 Labs is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

## **III. Goals**

The goals that 1620 Labs is committed to achieving through this plan and our vision include;

1. Make the 1620 Labs workplace and management team as diverse as possible to include qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.
2. Make the 1620 Labs workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
3. Include as our suppliers and wholesale partners businesses owned by minorities, women, veterans, people of all gender identities and sexual orientations, service disabled veterans, and by persons with disabilities.

## **IV. Recruitment and Hiring**

1620 Labs looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company. To promote diversity and equity 1620 Labs will;

1. Institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
2. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
3. Promote our Diversity Hiring policy on recruitment websites and on our social media presence.
4. Use job descriptions that are catered to and appeal to diverse candidates.
5. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion.



#### **IV. Inclusion**

1620 Labs is determined to provide a work environment that is a diverse and inclusive workplace of. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace 1620 Labs will;

1. Provide training to all employees regarding inclusion in the workplace
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the 1620 Labs workplace.

#### **V. Supplier Diversity Plan**

1620 Labs is committed to utilizing, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned, service disabled veteran owned, and business owned by persons with disabilities as suppliers. 1620 Labs recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. 1620 Labs will draft and implement a plan that focuses on and requires that the underrepresented business identifies above are included and chosen, when possible, as our suppliers and wholesale partners.

#### **VI. Evaluation**

1620 Labs realized that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals.

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
2. Periodically, the 1620 Labs management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion
3. At lease once annually the 1620 Labs management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stake holders as to the effectiveness of the policy and to see if our goals are attained.

4. If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

# Diversity Plan

It is the policy of 1620 Labs to ensure that our Diversity Plan will promote equity, ensuring everyone is treated the same. Our diversity plan and goal are to empower our employees by respecting and appreciating what makes them different, in terms of gender, ethnicity, disability, sexual orientation/identification of veteran status. Our diversity plan allows for the exploration of these differences in a safe, nurturing and positive environment.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that 1620 Labs is a diverse and inclusive company that promotes a discrimination-free and equitable work environment providing opportunities for all employees to use their diverse talents to support the company's mission.

1620 Labs, LLC will comply with the requirements of 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 1620 Labs will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## **Goals:**

1620 Labs is committed to achieving the following goals through this plan:

1. Our goal at 1620 Labs is to create a workplace and management team that will be as diverse as possible. Our goal will be focused to attract and retain qualified employees who are 1) Minorities, 2) Women, 3) Veterans, 4) People with disabilities; and 5) Individuals who are LGBTQ and/or identify as a non-normative sexual identity.  
We aim to have 50% of our workforce female and 25% will be a combination of minorities, veterans, people with disabilities, and Individuals who are LGBTQ and/or identify as a non-normative sexual identity.
2. Make the 1620 Labs workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.  
We aim to have an 85% retention rate and a 95% positive job satisfaction rating from all employees as it pertains to workplace inclusion, safety and environment.
3. 1620 Labs, LLC also will include our suppliers and wholesale partners into our diversity plan by making every effort to engage with businesses owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities and individuals who are LGBTQ and/or identify as a non-normative sexual identity.  
It is our goal to have 20% of our suppliers, contractors and industry wholesale partners meet the criteria above.

## **Programs for Achieving Goals:**

### **1. Recruitment and Hiring Program:**

Recruitment and hiring preference will be offered to individuals who meet the criteria that we have outlined in our goals.

- a. We will post our employment opportunities at the MassHire North Central Career Center and MassHire Franklin Hampshire Career Center – Greenfield.
- b. We will promote our hiring preference on our own website, recruitment websites and on our social media presence such as Twitter, Instagram, LinkedIn, Leafly and other appropriate sites.
- c. 1620 Labs will participate in job fairs and any workshops available at the MassHire Career Centers
  - i. We will hold our first job fair 90 days after receiving our provisional license from the Commission.
  - ii. We will hold our second and subsequent job fairs on an as needed basis.

- d. All of 1620's employees that work at least 30 hours per week, (130 hours per month) will receive vacation and sick time benefits as well as access to a healthcare plan as it becomes available.
- e. We will institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
- f. We will use job descriptions that are catered to and appeal to diverse candidates. All of our job postings will clearly promote our hiring priorities and encourage candidates who fall into our plan to apply.
- g. Our Human Resources staff will receive training annually and our hiring managers will receive training upon being hired and annually thereafter (from date of hire).
  - i. The training will be provided by our Human Resources staff and/or will be offered through online classes; such as: Gender Equality and Sexual Diversity <https://www.udemy.com/course/gender-equality-and-sexual-diversity/> and Diversity and inclusion in the workplace <https://www.coursera.org/learn/diversity-inclusion-workplace>

## **2. Inclusion and Retention Program:**

1620 Labs is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace 1620 Labs will;

- a. Provide training to all employees regarding inclusion in the workplace including advanced training to managers. The training will be provided by our Human Resources staff and/or will be offered through online classes; such as: Addressing Unconscious Bias with Modern Learning <https://www.grovo.com/addressing-unconscious-bias>, Diversity and inclusion in the workplace <https://www.coursera.org/learn/diversity-inclusion-workplace>, and Understanding Diversity and Inclusion <https://www.futurelearn.com/courses/diversity-inclusion-awareness>.
  - i. This training will take place during onboarding and annually thereafter.
- b. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
- c. Annually, 1620 Labs will provide all employees with a survey which will include a section where the employee will rate the inclusivity, safety and workplace environment in our company. The survey will include feedback from employees on these areas and the training they receive.
- d. Conduct exit interviews with all exiting employees to determine their reason for leaving 1620 Labs and requesting feedback inclusivity, safety and workplace environment

## **3. Supplier Diversity Program:**

1620 Labs is committed to utilizing, to the extent possible, businesses owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities and individuals who are LGBTQ and/or identify as a non-normative sexual identity. 1620 Labs recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1620 Labs will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Plan Populations that are outlined above.

- a. 1620 Labs will give preference to suppliers and contractors whose owners or employees meet the criteria outlined above.
- b. 1620 Labs will actively recruit these individuals or companies and promote this Program when sourcing these services.

- i. As part of any bid or solicitation for services, 1620 Labs will request demographic information from the business or individual in order to see if they meet the Program Populations outlined above.
  - ii. When requesting bids from suppliers and contractors we will expressly promote the Supplier Contractor priority outlined in this plan.
- c. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the above criteria when entering into wholesale agreements.
  - i. We will promote this priority preference on our website and through direct email marketing to all Marijuana Retailers as well as through social media sites that target the Massachusetts Cannabis industry such as Twitter, Instagram, LinkedIn, Leafly and other appropriate media.

#### **Evaluation:**

1620 Labs realized that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals.

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
2. Periodically, the 1620 Labs management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion
3. Quarterly, the 1620 Labs management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stake holders as to the effectiveness of the policy and to see if our goals are attained.
4. If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

#### **Plan Measurement:**

The success of the company's Diversity Plan will be measured annually against the following metrics when applicable, at a minimum these include:

1. Representation: Percentage of employees from diverse populations compared with company, labor market or industry benchmarks.
2. Retention: Comparing average tenure for employees from diverse populations to average tenure across the workforce or average tenure of members of the dominant group.
3. Recruitment: Comparing the number of applicants for open positions from diverse populations against the potential pool of applicants from diverse populations or labor market representation.
4. Selection: Tracking appointments of individuals from diverse populations compared with appointments of applicants who are not members of a monitored group.
5. Promotion: Tracking promotions awarded to individuals from diverse populations compared with promotions awarded to individuals who are not members of a monitored group.
6. Development: Tracking lateral moves, appointments to acting roles, training and other learning and development participation, and other stretch assignment opportunities by identity group.
7. Pay and benefits: Compare financial and non-financial rewards earned by individuals from diverse populations to financial and non-financial rewards earned by individuals who are not members of a monitored group.
8. Training: Tracking of all employee and management training on diversity, inclusion and diversity hiring.
9. Employee engagement: Compare employee engagement scores for individuals from diverse populations with scores reported by individuals who are not members of a diverse population.
10. Job satisfaction data derived from annual surveys and exit interviews.

11. Supplier Engagement: The demographics, numbers, amounts and percentages of all third-party suppliers, contractors and Marijuana Industry Partners that 1620 Labs has engaged with and done business with;

**Reporting:**

1620 will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our three (3) goals. We will produce a full report annually which outlines this plan, data collected, whether the goals have been met and if any changes are necessary. Quarterly, the 1620 management team will meet to discuss the report and make any necessary adjustments.

60 days prior to our license renewal, and annually thereafter, 1620 Labs will produce a comprehensive report on this Plan and its Goals and Programs which will outline the metrics for each program and whether we have met our goals. This report will be made available to the Commission.

# Maintaining of Financial Records Policy and Procedure

(This document is a summary of the Maintenance of Financial Records Policy and Procedure for 1620 Labs LLC.  
This plan may be amended once we are licensed)

## **I. Intent**

1620 Labs is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for 1620 Labs employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

## **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

## **III. Policy**

1620 Labs financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational 1620 Labs will hire or engage as a contractor a book keeper with experience in business accounting to assist in the maintaining of these records.

All 1620 Labs financial/business records will be available for inspection to the Commission upon request.

1620 Labs will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records 1620 Labs will incorporate the following into our business operations;

1. 1620 Labs will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. 1620 Labs will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. 1620 Labs will use up to date financial software programs for all financial transactions.
4. 1620 Labs will not make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis 1620 Labs will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of the 1620 Labs finances (books).
6. 1620 Labs will engage the services of an industry experienced tax profession for the filing of all required state and federal tax documents.



# Personnel Policies

(This document is a summary of the Personnel Policies for 1620 Labs LLC. including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees)

## **I. Intent**

1620 Labs is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("the Commission") or any other regulatory agency.

To provide clear and concise instructions for 1620 Labs employees regarding Personnel Policies that are in compliance with the Regulations

## **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant will all regulations and laws.

## **III. Personnel Records**

1620 Labs will Maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each 1620 Labs agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with 1620 Labs and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. 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;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to 1620 Labs Management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet

in a locked room accessible to only 1620 Labs Management agents who require access. These records will be made available for inspection by the Commission upon request.

#### **IV. 1620 Labs Agents**

All 1620 Labs board members, directors, employees, executives, managers or volunteers will register with the Commission as a 1620 Labs Marijuana Establishment Agent ("1620 Labs Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All 1620 Labs Agents shall;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1620 Labs will submit to the Commission an application for every 1620 Labs Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
  - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

The 1620 Labs COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the 1620 Labs seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

1620 Labs will notify the Commission no more than one business day after a 1620 Labs agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, 1620 Labs will renew each 1620 Labs Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a 1620 Labs Agent registration card, 1620 Labs will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All 1620 Labs Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

#### **V. Background Checks**

1620 Labs will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

**Application Process-** During the application process 1620 Labs will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - a. The individual's full legal name and any aliases;
  - b. The individual's address;

- c. The individual's date of birth;
  - d. A photocopy of the individual's driver's license or other government-issued identification card;
  - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to information detailing involvement in any criminal or civil or administrative matters:
- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
  - c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
  - d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
  - f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
  - g. Any other information required by the Commission.

1620 Labs will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

**Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process 1620 Labs will submit Marijuana Establishment Agent applications for all required individuals. 1620 Labs will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

#### **VI. Equal Employment Policy**

It is the policy of 1620 Labs to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

1620 Labs expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, 1620 Labs will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on 1620 Labs operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with 1620 Labs in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), 1620 Labs provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. 1620 Labs may require medical certification of both the disability and the need for accommodation. Keep in mind that 1620 Labs can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. 1620 Labs will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

#### **VII. Anti-Harassment and Sexual Harassment Policy**

1620 Labs seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of 1620 Labs's employees to perform their expected job duties is not tolerated.

It is illegal and against 1620 Labs's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. 1620 Labs will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

1620 Labs will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

1620 Labs will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street,  
10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place,  
Rm. 601, Boston, MA 02108, (617) 994-6000.

## **VIII. Americans with Disability Act**

1620 Labs strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. 1620 Labs judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. 1620 Labs will provide reasonable accommodations to any persons with disabilities who require them, who advise 1620 Labs of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

## **IX. Drug/Alcohol Free Workplace**

1620 Labs is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on 1620 Labs's premises or while using 1620 Labs vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

## **X. Smoke Free Workplace**

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

## **XI. Employee Assistance Policy**

To help employees in circumstances where counseling services would be helpful, 1620 Labs will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

## **XII. Dismissal of 1620 Labs Agents for Certain Violations**

If a 1620 Labs Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

1. Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
2. 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

The CEO will immediately be notified of any of these instances. The CEO will make a detailed report of the event the notify the Commission within 24 hours. In the case of a 1620 Labs Agent who has diverted marijuana, the CEO will also notify local law enforcement within 24 hours of the occurrence.

## **XIII. Employee Handbook**

1620 Labs will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with 1620 Labs, LLC. These subjects will include, but not be limited to;

1. The 1620 Labs Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



# Qualifications and Training Policy and Procedure

(This document is a summary of the Qualifications and Training Policy and Procedure for 1620 Labs LLC.)

## **I. Intent**

1620 Labs is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

To provide clear and concise instructions for 1620 Labs employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

## **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

## **III. Qualifications for a 1620 Labs Marijuana Establishment Agent**

The minimum requirements to become a 1620 Labs Marijuana Establishment Agent (“1620 Labs Agent”) are outlined below. All 1620 Labs board members, directors, employees, executives, managers or volunteers will apply to the Commission as a 1620 Labs Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All 1620 Labs Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1620 Labs will develop a job description for all positions with the company. While all 1620 Labs Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

## **IV. Mandatory Training of 1620 Labs Agents**

Pursuant to 935 CMR 500.105(2)(a) 1620 Labs will ensure all 1620 Labs Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - a. Code of Conduct;
  - b. Marijuana Regulations;
  - c. Security and Safety;
  - d. Emergency Procedures/Disaster Plan;
  - e. Diversion of Marijuana;
  - f. Terminatable Offences;
  - g. Confidential Information;
  - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - i. Alcohol, smoke and drug-free workplace;
    - ii. Equal Employment Policy;
    - iii. Anti-Harassment and Sexual Harassment Policy;
    - iv. Americans with Disability Act;
    - v. Employee Assistance Policy; and
    - vi. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
3. All 1620 Agents will receive a minimum of 8 hours of training annually.
4. 1620 Labs will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by 1620 Labs for at least one year after agents' termination.
5. When implemented and available, 1620 Labs will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a "responsible vendor"
  - a. After the responsible vendor designation is applied each 1620 Labs owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
  - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, 1620 Labs will allow and encourage them to attend on a voluntary basis.
  - c. 1620 Labs will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.



# Policy for Quality Control and Testing of Marijuana and Marijuana Products

(This document is a summary of the Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products that 1620 Labs, LLC plans to implement once licensed. This plan may be amended once the design and buildout of our facility is complete)

## I. Intent

1620 Labs is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for 1620 Labs employees on Quality Control and Testing that are in compliance with the Regulations

1620 Labs is committed to cultivating healthy, high quality disease free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. 1620 Labs will utilize Best Management Practices ("BMP") for the prevention and treatment of possible contaminants using the safest and least invasive means.

1620 Labs will also implement an industry standard, robust Integrated Pest Management ("IPM") program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the 1620 Labs Cultivation Facility. 1620 Labs uses best industry practices when it comes to quality control and product testing.

## II. General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All Products that 1620 Labs will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy.

1620 Labs will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

1620 Labs will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

1620 Labs will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. 1620 Labs will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. 1620 Labs understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

### **III. Definitions**

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

**Independent Testing Laboratory** means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) 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;
- (b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

**Marijuana** means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

**Marijuana Products** means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

**Process or Processing** means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

**Production Batch** means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

#### **IV. Quality Control- Sanitation Standard Operating Procedure (SSOP)**

##### **Facility**

The 1620 Labs Cultivation facility (“the facility”) will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction

standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
5. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
6. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
7. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
  - b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
  - c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
8. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
9. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
  - a. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
10. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
  - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices

11. The facility water supply comes from the Town of Athol municipal water supply and is sufficient for necessary operations.
12. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - b. There will be no cross-connections between the potable and waste water lines;
13. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
14. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

1. All entrance and exit doors to the facility will be self-closing and rodent proof;
  - a. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use
  - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
  - c. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware
2. Employee and visitor gowning
  - a. Employees are required to change out of their street clothes and foot ware into uniforms and foot ware dedicated to the facility
  - b. Visitors are required to secure personal belongings and done jump suits and disposable boot covers
3. Training
  - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring
  - a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste
  - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area.
    - i. This container must impervious and covered
  - b. At the end of every day the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room
  - c. All plant waste will be stored in the waste room in sealed containers until disposal
6. Handling and storage of non-marijuana waste.
  - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - i. Recyclable
    - ii. Organic
    - iii. Solid waste



- b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

### **Sanitation**

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
  - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
  - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products
  2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
    - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
    - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
  3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
  4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
    - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
    - b. Each compartment will be supplied with adequate hot and cold potable running water
    - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils
    - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
    - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
    - f. An approved chemical test kit for determining sanitizer strength will be available and used.
    - g. Manual Warewashing Procedure
      - i. Rinse, scrape, or soak all items before washing.

- ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form
- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
  1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
  2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
    - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
  1. Air dry all items on a drainboard.
  2. Wash hands prior to returning to storage.

### Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure
  - i. Disassemble removable parts from equipment
  - ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.

1. Quaternary ammonia –200 ppm and immerse for 30 seconds
2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
3. Chlorine –50-99ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These 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.
  - i. Prescrape surface to remove gross soils.
  - ii. Wash surface with recommended strength solution of pot & pan detergent.
  - iii. Rinse with water and wipe dry.
  - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
  - v. Allow to air dry.

### **Personnel**

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Athol Board of Health.
  - b. 1620 Labs will voluntarily comply with any and all isolation and/or quarantine orders issued by the Athol Board of Health or the Department of Public Health.
  - c. 1620 Labs Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.

2. All 1620 Labs Agents shall conform to sanitary practices while on duty, including
  - a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
  - Do not wear apron or lab coat to and from work.
  - Take off apron or lab coat before using the restroom.
  - Remove apron or lab coat when leaving the production or processing area.
  - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products

- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
  - Only a plain wedding band.
  - No necklaces, bracelets, or dangling jewelry are permitted.
  - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The 1620 Labs facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

**HACCP- Hazard Analysis and Critical Control Point**

1620 Labs will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that 1620 Labs will manufacture. Once operational 1620 Labs will:

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)

10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

### **Training**

1620 Labs will provide training and training opportunities to all of its employees. In addition to required training, 1620 Labs will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the trimming or packaging will be trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

### **V. Testing of Marijuana and Marijuana Products**

1620 LABS's sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *"Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *"Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries"* published by the DPH.

1620 LABS will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the

International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that 1620 Labs contracts with will be Licensed by the Commission prior to 1620 Labs contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the 1620 Labs policies and procedures and 935 CMR 500.105(13) if applicable.
2. 1620 Labs will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess 1620 Labs marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the 1620 Labs Facility for disposal or by the Independent Testing Laboratory disposing of it directly

1620 Labs will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - e. Bacteria
  - f. Fungi
  - g. Mycotoxins.

1620 LABS will maintain the results of all testing for no less than one year.

1620 LABS will arrange for testing to be conducted in accordance with the frequency required by the Department.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Department will be notified within 72 hours of these results. 1620 LABS will submit to the Department upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination. (See Section V.)

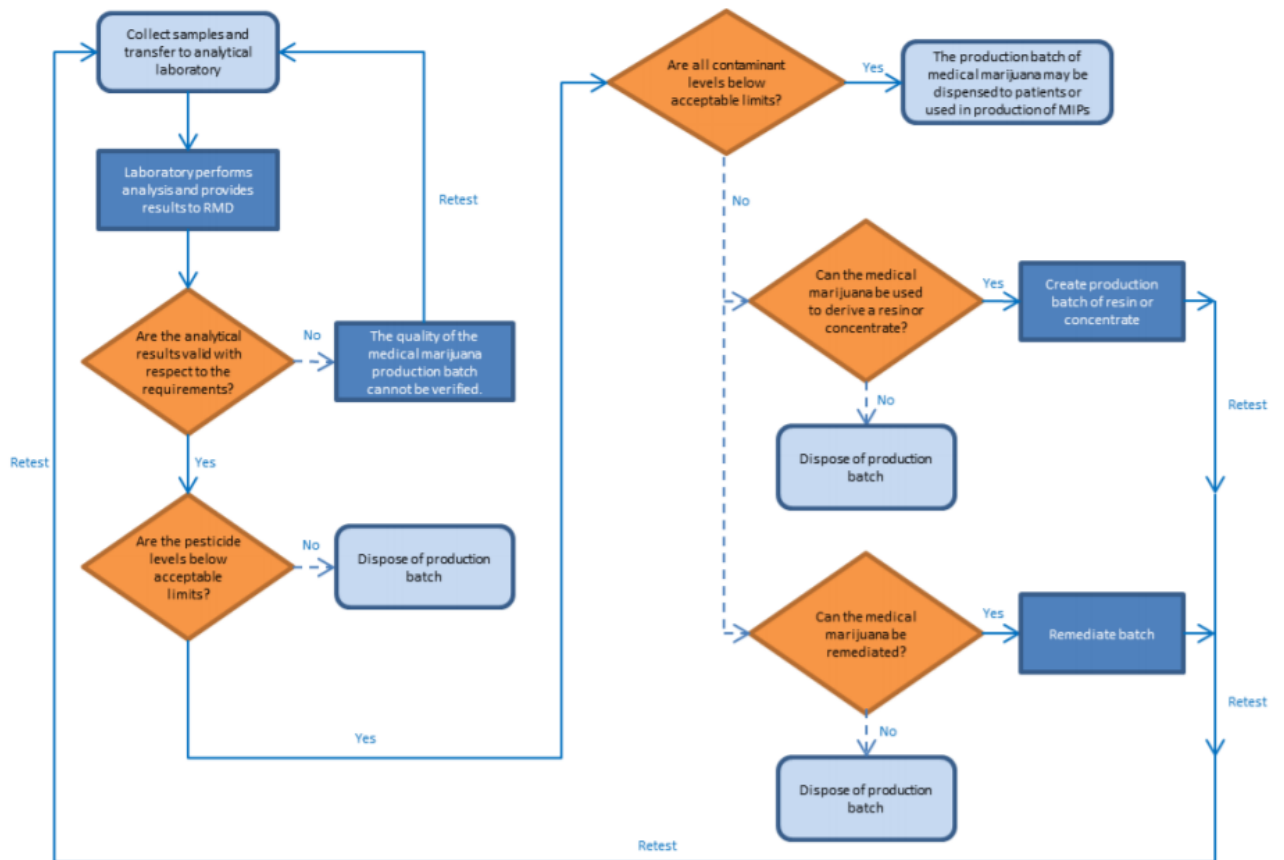
## **V. Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

If a laboratory test result indicates that a 1620 Labs marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) 1620 Labs will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
  - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
    - i. Retest the Cultivation/Production Batch
    - ii. Remediate the Cultivation/Production Batch
    - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the 1620 Labs Cultivation Manager or CEO will:
  - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
  - b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a 1620 Labs marijuana product sample has contaminant levels above the acceptable limits, the Cultivtion Manger and CEO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all 1620 Labs agents.



## Actions in Response to Laboratory Analytical Results





# Record Keeping Procedure

(This document is a summary of the Record Keeping Procedure for 1620 Labs LLC. This plan may be amended once we are licensed)

## **I. Intent**

1620 Labs is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for 1620 Labs employees regarding Record Keeping that are in compliance with the Regulations

## **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

## **III. Access to the Commission**

1620 Lab's electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

## **IV. Types of Records**

The following records will be maintained and stored by 1620 Labs and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
  - a. Security measures in compliance with 935 CMR 500.110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - e. 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;
  - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

- j. Alcohol, smoke, and drug-free workplace policies;
  - k. A plan describing how confidential information will be maintained;
  - l. A policy for the immediate dismissal of any marijuana establishment agent who has:
    - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
    - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - iii. 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.
  - m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
  - n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
  - o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
  - p. Policies and procedures for energy efficiency and conservation that shall include:
    - i. 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;
    - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. Operating procedures as required by 935 CMR 500.120(12);
- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
  - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition

- of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
  - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
  4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
  5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
    - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
    - b. A personnel record for each marijuana establishment agent. Such records shall be
    - c. maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
      - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
      - ii. Documentation of verification of references;
      - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
      - iv. 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;
      - v. Documentation of periodic performance evaluations;
      - vi. A record of any disciplinary action taken; and
      - vii. Notice of completed responsible vendor and eight-hour related duty training.
    - d. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - e. Personnel policies and procedures; and
    - f. All background check reports obtained in accordance with 935 CMR 500.030
  6. Business records, which shall include manual or computerized records of:
    - a. Assets and liabilities;
    - b. Monetary transactions;
    - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - d. Sales records including the quantity, form, and cost of marijuana products; and
    - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
  7. Waste disposal records as required under 935 CMR 500.105(12); and

8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

All records kept and maintained by 1620 Labs will be securely held. Access to these records will only be accessible to those 1620 Labs Agents who require access as a part of their job duties.

# Policy for Restricting Access to Age 21 and Older

## I. Intent

1620 Labs Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

## II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

## III. Definitions

**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

## IV. Responsibilities

The 1620 Labs Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of 1620 Labs are over the age of 21.

## V. Access to the Facility

The 1620 Labs facility located at 1 Exchange Street in Athol, MA allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by 1620 Labs for the transportation of Marijuana:

1. 1620 Labs Agents (including board members, directors, employees, executives, managers, or volunteers)
  - a. Must have a valid Agent Registration Card issued by the Commission
  - b. All 1620 Labs Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Visitors (including outside vendors and contractors)

- a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
    - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
  - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
    - i. The visitor log will be available for inspection by the Commission at all times
- 3. Access to the Commission, Emergency Responders and Law Enforcement.
  - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - ii. Representatives of other state agencies of the Commonwealth; and
    - iii. Emergency responders in the course of responding to an emergency.
    - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - b. Individuals described above in this policy will be granted immediate access to the facility.



# Policy for Separating Recreational from Medical Operations

**Not Applicable**

(1620 Labs is not a Medical Marijuana Treatment Center or Existing RMD Applicant)

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## Plan to Positively Impact Areas of Disproportionate Impact

1620 Labs, LLC. is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment, donations, Social Justice Leader Status and the use of suppliers, contractors and partners.

The closest area designated as an “Areas of Disproportionate Impact” to our proposed establishment is Fitchburg. It is our plan to engage employees, suppliers, contractors and other partners from these areas when possible.

### **EMPLOYMENT-**

**GOAL:** Positively impact areas of disproportionate impact by providing good-paying jobs with benefits, including paid time for local volunteerism, and to develop long-term career opportunities.

#### **PROGRAMS FOR ACHEIVING GOALS:**

1620 Labs will make a concerted effort to hire ~30% of our employees from the City of Fitchburg or other areas of disproportionate impact.

We will engage with The North Central Career Centers at 100 Erdman Way Leominster, MA which as a Massachusetts One Stop Career Center that serves Fitchburg. 1620 Labs will post all job posing through this organization and will engage in job fairs and other services that are offered.

All job postings will also be directly sent to North Central Massachusetts Minority Coalition, the Spanish American Center and the United Hmong of Massachusetts. These are Fitchburg based organizations that support racial, linguistic and ethnic minorities, as well as people with disabilities and other disadvantaged poor and working-class people.

1620 Labs plans also engage a professional diversity and inclusion consultant or expert to advise us on practices for job postings, hiring and employee retention.

1620 Labs will also make every effort to provide meaningful participation for residents who were disproportionately affected by cannabis prohibition and enforcement, including Minority Business Enterprises, Women Business Enterprises, and Veteran Business Enterprises in all of our hiring practices.

Priority will be given to applicants that qualify for the Commissions Social Equity Program:

1. Have resided in an area of disproportionate impact for at least 5 of the past 10 years; Income may not exceed 400% of federal poverty level.
2. Applicant has a past drug conviction and has been a resident of Massachusetts for at least the preceding 12 months; or
3. Applicant has been married to or is the child of a person with a drug conviction, and has been a resident of Massachusetts for at least the preceding 12 months;

**MEASUREMENT AND ACCOUNTABILITY:**

1620 Labs, LLC. will produce a full report annually on all attempts to hire, actual hires, from where they came, their training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the Town of Athol. The data will also be used as an evolving tool for 1620 Labs to determine the best hiring practices to reach our stated goals above. 1620 Labs Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

**DONATIONS-**

**GOAL:** To positively impact areas of disproportionate impact by making direct donations and encouraging employee volunteerism through paid volunteer days.

**PROGRAMS FOR ACHIEVING GOALS:**

1620 Labs will make monetary donations to Fitchburg (or other areas of disproportionate impact) based non-profits on an ongoing basis. The amounts of these donations have not been determined. Once the company is stable in its finances and fiscal projections are more solid, these donations will increase.

**MEASUREMENT AND ACCOUNTABILITY:**

1620 Labs, LLC. will produce a full report annually on all charitable donations. This report will be made available to the Commonwealth of Massachusetts and the Town of Athol. 1620 Labs Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

**SOCIAL JUSTICE LEADER-**

**GOAL:** To positively impact areas of disproportionate impact by becoming a Social Justice Leader.

**PROGRAMS FOR ACHIEVING GOALS:**

1620 Labs is committed to attaining Social Justice Leader status pursuant to 935 CMR 500.040(3)(a). While we may not be able to attain this status in year 1 or 2, it is our plan to make every effort to attain this leadership rating in year 3 of operation.

1. Once our fiscal projections are solid and we feel that the one percent of gross revenue required for this rating will not destabilize the company fiscally, we will make this required donation.
2. We plan to engage with a Fitchburg based educational institution(s) and other organizations for the purposes holding educational seminars on Marijuana Cultivation and Marijuana Business Training.

**MEASUREMENT AND ACCOUNTABILITY:**

1620 Labs, LLC. will produce a comprehensive report annually on all actions taken to achieve Social Justice Leader status. This report will be made available to the Commonwealth of Massachusetts, the Town of Athol. 1620 Labs Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

## **SUPPLIERS, CONTRACTORS and PARTNERS-**

**GOAL:** To positively impact areas of disproportionate impact by partnering with existing businesses.

### **PROGRAMS FOR ACHIEVING GOALS:**

1620 Labs plans to utilize suppliers, contractors and other partners who are from areas of disproportionate impact and are people of color, women, veterans, farmers, and people with drug convictions.

It is our goal that ~20% of our vendors, contractors and builders will be sourced locally from Fitchburg or whose owners and employees are individuals who qualify for the Commissions Social Equity Program:

1. Have resided in an area of disproportionate impact for at least 5 of the past 10 years; Income may not exceed 400% of federal poverty level.
2. Have a past drug conviction and has been a resident of Massachusetts for at least the preceding 12 months; or
3. Have been married to or is the child of a person with a drug conviction and has been a resident of Massachusetts for at least the preceding 12 months.

As for our wholesale suppliers and partners, we plan to engage with Marijuana Establishments that have attained Social Justice Leader rating from the Commission or are Economic Empowerment priority applicants.

Suppliers for non-marijuana will be sourced from Fitchburg or other areas designated as an area of disproportionate impact.

### **MEASUREMENT AND ACCOUNTABILITY:**

1620 Labs, LLC. will produce an ongoing comprehensive ledger on all expenses that includes whether or not the expense is a qualifying one under this program's goals. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the Town of Athol. 1620 Labs Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.