



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281280
Original Issued Date: 06/12/2020
Issued Date: 06/12/2020
Expiration Date: 06/12/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Analytics Labs, LLC.

Phone Number: 413-222-2173 Email Address: bshalloo@myanalyticslabs.com

Business Address 1: 28C APPLETON STREET Business Address 2: SUITE 3
Business City: HOLYOKE Business State: MA Business Zip Code: 01040
Mailing Address 1: 28C APPLETON STREET Mailing Address 2: SUITE 3
Mailing City: HOLYOKE Mailing State: MA Mailing Zip Code: 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Minority-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: 40 Percentage Of Control: 40
Role: Manager Other Role:
First Name: Tina Last Name: Wae Suffix:
Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20

Percentage Of Control: 20

Role: Executive / Officer

Other Role:

First Name: Gerald

Last Name: Guidera

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: 19

Percentage Of Control: 19

Role: Owner / Partner

Other Role:

First Name: Tiffany

Last Name: Madru

Suffix:

Gender: Female

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: 21

Percentage Of Control: 21

Role: Owner / Partner

Other Role:

First Name: Ted

Last Name: Madru

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Hampden Management, LLC.

Entity DBA:

DBA

City:

Entity Description: Capital Holding Company/Capital Contributor

Foreign Subsidiary Narrative:

Entity Phone: 413-532-6922

Entity Email: kristy.cutting@gmail.com

Entity Website:

Entity Address 1: 28C Appleton Street

Entity Address 2: Suite 3

Entity City: Holyoke

Entity State: MA

Entity Zip Code: 01040

Entity Mailing Address 1: 28C Appleton Street

Entity Mailing Address 2: Suite 3

Entity Mailing City: Holyoke

Entity Mailing State: MA

Entity Mailing Zip Code:

01040

Relationship Description: Hampden Management, LLC. is the Capital holding company for Analytics Labs, LLC. and the sole capital contributor to the Marijuana Establishment

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Date generated: 12/03/2020

Page: 2 of 7

Individual Contributing Capital 1

First Name: Tina Last Name: Wae Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Gerald Last Name: Guidera Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20
Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Tiffany Last Name: Madru Suffix:
Types of Capital: Monetary/Equity, Other Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20
(Specify) Capital: \$20000
Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Ted Last Name: Madru Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Hampden Management, LLC Entity DBA:
Email: kristy.cutting@gmail.com Phone: 413-532-6922
Address 1: 28C Appleton Street Address 2: Suite 3
City: Holyoke State: MA Zip Code: 01040
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$80000 Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 28C Appleton Street
Establishment Address 2: Suite 3
Establishment City: Holyoke Establishment Zip Code: 01045
Approximate square footage of the Establishment: 1200 How many abutters does this property have?: 5
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|----------------------------|-----------------------------------|------|--------------------------|-------------|
| Community Outreach Meeting | COM Attestation form_Redacted.pdf | pdf | 5dd0a290ea4df3530e644b26 | 11/16/2019 |

| Documentation | | | | |
|--|---|-----|--------------------------|------------|
| Certification of Host Community Agreement | HCA Certification.pdf | pdf | 5dd0a29d160e3b57a3dd2781 | 11/16/2019 |
| Plan to Remain Compliant with Local Zoning | AL Plan to Remain Compliant with Zoning.pdf | pdf | 5dd0a511170b4c5353e3a666 | 11/16/2019 |

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category | Document Name | Type | ID | Upload Date |
|--------------------------|---|------|--------------------------|-------------|
| Plan for Positive Impact | AL Plan for Positve Impact Final_V2.pdf | pdf | 5e0b8d1638abaf57497ab879 | 12/31/2019 |

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Gerald Last Name: Guidera Suffix: Jr

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Tina Last Name: Wae Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:

First Name: Tiffany Last Name: Madru Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Ted Last Name: Madru Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:

Entity Legal Name: Hampden Management, LLC Entity DBA:

Entity Description: Capital Holding Company

Phone: 413-532-6922

Email: kristy.cutting@gmail.com

Primary Business Address 1: 28C Appleton Street

Primary Business Address 2: Suite 3

Primary Business City: Holyoke

Primary Business State: MA

Principal Business Zip Code: 01040

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Articles of Organization | Certificate of Organizatin WITH AMENDMENTS.pdf | pdf | 5dd0aa12d5b0805341c623d2 | 11/16/2019 |
| Secretary of Commonwealth - Certificate of Good Standing | Secretary Of State COGS.pdf | pdf | 5ddad8f10f35e05798b38a4d | 11/24/2019 |
| Department of Revenue - Certificate of Good standing | AL Cert of Good Standing DOR.pdf | pdf | 5de17f37d5b0805341c64608 | 11/29/2019 |
| Bylaws | Operating Agreement.pdf | pdf | 5de1834026aa77532085dbb0 | 11/29/2019 |

No documents uploaded

Massachusetts Business Identification Number: 001332510

Doing-Business-As Name:

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|------------------------------|------|--------------------------|-------------|
| Proposed Timeline | AL Timeline.pdf | pdf | 5dd0b1b1a9ef3857c4459c56 | 11/16/2019 |
| Plan for Liability Insurance | Liability Insurance Plan.pdf | pdf | 5dd0b2199c1081532b9a5810 | 11/16/2019 |
| Business Plan | Business Plan Final.pdf | pdf | 5de191e2fd468857b99be8d1 | 11/29/2019 |

LABORATORY CERTIFICATION

Certifying Body: Perry Johnson Laboratory Accreditation Inc.

ISO 17025 Accreditation Certificate Number:

Pending

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Separating recreational from medical operations, if applicable | AL Policy for Separating Recreational from Medical Operations.pdf | pdf | 5dd0b32dbcb01253152f62b2 | 11/16/2019 |
| Transportation of marijuana | AL Transportation of Marijuana SOP.pdf | pdf | 5dd0b4ab170b4c5353e3a674 | 11/16/2019 |
| Restricting Access to age 21 and older | Restricting access to age 21 and older SOP.pdf | pdf | 5dd0b5c37aad8653363bd2e6 | 11/16/2019 |
| Security plan | Security Plan.pdf | pdf | 5dd0b6b9170b4c5353e3a678 | 11/16/2019 |

| | | | | |
|--|---|-----|--------------------------|------------|
| Prevention of diversion | Prevention of Diversion SOP.pdf | pdf | 5dd0b775d5b0805341c623dc | 11/16/2019 |
| Storage of marijuana | Storage SOP.pdf | pdf | 5dd0b7fba4df3530e644b39 | 11/16/2019 |
| Record Keeping procedures | AL Record Keeping Procedure .pdf | pdf | 5dd0ba2926aa77532085b8ce | 11/16/2019 |
| Inventory procedures | Inventory of Marijuana sop.pdf | pdf | 5dd0bae9d5b0805341c623e1 | 11/16/2019 |
| Quality control and testing | Quality Control and Product Testing SOP.pdf | pdf | 5dd0bc36bcb01253152f62b9 | 11/16/2019 |
| Qualifications and training | AL Qualifications and Training Policy and Procedure.pdf | pdf | 5dd0c1bf9c1081532b9a581b | 11/16/2019 |
| Personnel policies including background checks | AL Personnel Policies.pdf | pdf | 5dd0c57b40e348579197cc2b | 11/16/2019 |
| Maintaining of financial records | AL Maintenance of Financial Records Policy and Procedure .pdf | pdf | 5dd0c77e26aa77532085b8d8 | 11/16/2019 |
| Dispensing procedures | AL Policy for Dispensing.pdf | pdf | 5dd0c92efd468857b99bc6aa | 11/16/2019 |
| Diversity plan | Analytics Labs Diversity_Plan_V2.0.pdf | pdf | 5e0b8f3b541f65570b947f47 | 12/31/2019 |

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 6:00 PM

Tuesday From: 8:00 AM Tuesday To: 6:00 PM

Wednesday From: 8:00 AM Wednesday To: 6:00 PM

Date generated: 12/03/2020

Page: 6 of 7

| | |
|------------------------|----------------------|
| Thursday From: 8:00 AM | Thursday To: 6:00 PM |
| Friday From: 8:00 AM | Friday To: 6:00 PM |
| Saturday From: 9:00 AM | Saturday To: 6:00 PM |
| Sunday From: 9:00 AM | Sunday To: 6:00 PM |

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, JERRY GUIDERIA, (insert name) attest as an authorized representative of ANALYTICS LABS LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on Sept. 19, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Sept. 11, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on Sept. 6, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Sept. 6, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Chicopee

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. PNC Bank, National Association Present Holder of said Mortgage. By its Attorneys, ORLAND PC PO Box 540540 Waltham, MA 02454 Phone: (781) 790-7800 19-003745 (August 28, Sept. 4, 11)

PUBLIC HEARING NOTICE CITY OF CHICOPEE CONSERVATION COMMISSION Pursuant to Massachusetts General Laws Chapter 131, Section 40 and the Chicopee Wetlands Ordinance, Chapter 272, the Chicopee Conservation Commission will hold a public hearing on Wednesday, September 18, 2019 at 6:15 PM at the RiverMills Senior Center, Classroom 30, 5 West Main St. for the following: RDA for the reconstruction and reconfiguration of the parking area at Partridge Hollow Apartments. Work will occur within Terrace Escarpment (TE) Soils and Buffer Zone to TE soils. Location: 59 New Ludlow Rd. Applicant: Partridge Hollow APTS LLC, One March Place, Suite 1300, Springfield, MA 01144 NOI for the demolition of a single-family house and outbuildings and installation of fencing. Work will occur within Overfront Area and Bordering Land Subject to Flooding. Location: 460 Fuller Rd., Chicopee, MA. Applicant: Ted Hanna, Westover Metropolitan Development Corporation (WMDC), 255

Feeding Hills

on the ground of non-compliance with the Act. Witness, GORDON H. PIPER, Chief Justice of this Court on August 26, 2019. Attest: Deborah J. Patterson Recorder (September 11)

Holyoke

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, September 19, 2019 at 6 PM at Holyoke Public Library - Board Room. The proposed Independent Testing Lab is anticipated to be located at 28C Appleton Street, Suite 3, Holyoke, MA. There will be an opportunity for the public to ask questions. (September 11)

Longmeadow

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by Jane W. Lawson, Robert M. Lawson to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B., dated February 24, 2005 and recorded in the Hampden County Registry of Deeds in Book 14854, Page 215, of which mortgage the undersigned is the present holder, by assignment from: Financial Freedom Senior Funding Corporation to Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC, recorded on January 19, 2010, in Book No. 18155, at Page 22 Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, recorded on May 15, 2013, in Book No. 22666, at Page 275 for breach of the conditions of said mortgage and for the purpose of foreclosure, the same will be

Longmeadow

bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 410399, Newton Highlands, Massachusetts 02461-0399, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale. **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT - SERIES I TRUST** Present holder of said mortgage By its Attorneys, HARMON LAW OFFICES, P.C. 150 California St. Newton, MA 02458 (617) 558-0500 16188 (September 11, 18, 25)

Southwick

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 William K. Shoemaker and Gretchen O. Shoemaker to Mortgage Electronic Registration Systems, Inc. as nominee for, IndyMac Bank, F.S.B., a Federally Chartered Savings Bank, its successors and assigns, dated September 13, 2007 and recorded with the Hampden County Registry of Deeds at Book 16925, Page 585, subsequently assigned to OneWest Bank, FSB by Mortgage Electronic Registration Systems, Inc., solely as nominee for, IndyMac Bank, F.S.B., a Federally Chartered Savings Bank, its successors and assigns by assignment recorded in said Hampden County Registry of Deeds at Book 19982, Page 187 subsequently assigned to Ocwen Loan Servicing, LLC by OneWest Bank FSB by assignment recorded in said Hampden County Registry of Deeds at Book 20761, Page 40, subsequently assigned to Federal National Mortgage Association by Ocwen Loan Servicing, LLC

Southwick

deed of Ronald H. Drolett and Valerie Drolett, dated September 14, 2007, recorded immediately prior hereto. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs. **TERMS OF SALE:** A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement, immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.** Other terms, if any, to be announced at the sale. Wilmington Savings Fund Society, FSB, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2018-3 Present Holder of said Mortgage. By its Attorneys, ORLAND PC PO Box 540540 Waltham, MA 02454 Phone: (781) 790-7800 14-017974

Springfield

formalities as it deems to be in the best interest of the City. The City of Springfield supports the goal of twenty percent minority and women participation in all contracts. (September 11)

Springfield

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE Premises: 23 Enfield Street Springfield, Massachusetts By virtue and in execution of the Power of Sale contained in a certain mortgage given by Thomas W. Cieplik and Maria F. Cieplik to Financial Freedom Senior Funding Corporation and now held by Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, said mortgage dated December 2, 2005, and recorded in the Hampden County Registry of Deeds, in Book 15094 at Page 49, as affected by an Assignment of Mortgage dated December 15, 2016, and recorded with said Deeds in Book 21512 at Page 575, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on September 18, 2019, at 12:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HAMPDEN, STATE OF MASSACHUSETTS, AND IS DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LOT #12 (TWELVE) ON A "PLAN OF NEW LIS HEIGHTS DEVELOPMENT, SPRINGFIELD, MASS., OWNED BY ARTHUR U. AND PAULINE S. MCINTYRE, CIVIL ENGINEERS, SPRINGFIELD, MASS., DATED MAY 1948" AND RECORDED IN HAMPDEN COUNTY REGISTRY OF DEEDS, BOOK OF PLANS 27, PAGE 99; MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Springfield

Attorney for Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust Present Holder of the Mortgage Telephone: (401) 234-9200 MLG File No.: 18-07461 (August 28, Sept. 4, 11)

Springfield

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE Premises: 44 Tourigny Street Springfield, Massachusetts By virtue and in execution of the Power of Sale contained in a certain mortgage given by Lawrence Conniff to Mortgage Electronic Registration Systems, Inc. as Nominee for Nations Lending Corporation and now held by Lakeview Loan Servicing, LLC, said mortgage dated January 14, 2012, and recorded in the Hampden County Registry of Deeds, in Book 19094 at Page 49, as affected by an Assignment of Mortgage dated December 15, 2016, and recorded with said Deeds in Book 21512 at Page 575, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on September 18, 2019, at 11:00 AM Local Time upon the premises, all and singular the premises described in said mortgage, to wit: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HAMPDEN, STATE OF MASSACHUSETTS, AND IS DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LOT #12 (TWELVE) ON A "PLAN OF NEW LIS HEIGHTS DEVELOPMENT, SPRINGFIELD, MASS., OWNED BY ARTHUR U. AND PAULINE S. MCINTYRE, CIVIL ENGINEERS, SPRINGFIELD, MASS., DATED MAY 1948" AND RECORDED IN HAMPDEN COUNTY REGISTRY OF DEEDS, BOOK OF PLANS 27, PAGE 99; MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

Springfield

(SEAL) **COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT** 19 SM 003816 ORDER OF NOTICE TO: Pamela L. Hill, and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 § 3901 (et seq): TD Bank, N.A. f/k/a First Massachusetts Bank, N.A., claiming to have an interest in a Mortgage covering real property in Springfield, numbered 73 Bridle Path Road, given by Pamela L. Hill to First Massachusetts Bank, N.A., dated October 31, 2000, and recorded in the Hampden County Registry of Deeds in Book 11939, Page 364, has filed with this court a complaint for determination of Defendant's Servicemembers status. If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before October 14, 2019 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act. Witness, Gordon H. Piper, Chief Justice of this Court on August 29, 2019. Attest: Deborah J. Patterson, Recorder (September 11)

Springfield

(SEAL) **COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT** 19 SM 003992 ORDER OF NOTICE To: Hector R. Villalba; Roberto Villalba and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 § 3901 (et seq) Wells Fargo Bank, N.A. claiming to have an interest in a Mortgage covering real property in Springfield, numbered 33-35 Rittenhouse Terrace, given by Hector R. Villalba

Springfield

The Project consists of replacement of all windows in both Buildings; also detail and finishing associated therewith. The work is estimated to cost \$557,000.00. Bids are subject to M.G.L. c. 149 §44A-J and to Federal minimum wage rates as indicated in Section 00.73.43-LABOR REGULATIONS. THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Bids must be submitted electronically at www.Projectdog.com, no later than date and time specified below. Obtain all documents online via the Projectdog code 834442. Tutorials and instructions on how to register and complete the electronic bid documents are available online at www.Projectdog.com as well as in the bid documents instructions to bidders. Call Projectdog, Inc. at 978-499-9014 for assistance (M-F, 8:30AM-5PM). Bidders must be certified by the Division of Capital Asset Management (DCAMM) in the GENERAL BUILDING CONSTRUCTION category of work and must submit with its Bid a DCAMM Certificate of Eligibility and signed DCAMM Update Statement. Bids will be received until 2:00PM on 2 October 2019 and be publicly opened online, forthwith. Bids shall be accompanied by a Bid Deposit that is not less than five (5%) of the greatest possible bid amount and made payable to the Springfield Housing Authority. Bid Forms and Contract Documents will be available at www.Projectdog.com, or can be picked up at Projectdog, Suite 8, Newburyport, MA 978-499-9014. Plan deposit: \$50.00 per set, certified check or money order only, payable to Projectdog, Inc. Deposit will be refunded to all responsive bidders upon return of the Contract Documents in good condition within ten (10) days of receipt of bids. Otherwise, the deposit shall be property of Projectdog, Inc. Documents will be mailed upon request at \$40.00 per

Order Confirmation

Ad Order Number
0003120372

Sales Rep.
kportier

Order Taker
kportier

Order Source
E-Mail

Customer
Guidera, Jerry

Customer Account
4139992173GUID

Customer Address
378 Old Motague Rd.
Amherst/Pelham MA 01002 USA

Customer Phone
4139992173

Payer Customer
Guidera, Jerry

Payer Account
4139992173GUID

Payer Address
378 Old Motague Rd.
Amherst/Pelham MA 01002 USA

Payer Phone
4139992173

PO Number
Cannabis testing lab

Ordered By
Ryan

Customer Fax

Customer EMail

Special Pricing

Tear Sheets
2

Proofs
0

Affidavits
0

Blind Box

Promo Type

Materials

Invoice Text
cannabis testing lab

Ad Order Notes

| | | | | | |
|-------------------|-------------------|---------------------|-----------------------|-----------------------|-------------------|
| <u>Net Amount</u> | <u>Tax Amount</u> | <u>Total Amount</u> | <u>Payment Method</u> | <u>Payment Amount</u> | <u>Amount Due</u> |
| \$137.20 | \$0.00 | \$137.20 | Credit Card | \$137.20 | \$0.00 |

Ad Number
0003120372-01

Ad Type
Class Local Liner

Production Method
Internal

Production Notes

External Ad Number

Ad Attributes

Ad Released
No

Pick Up
0003108635

Ad Size
1 X 16 li

Color

| Run Date | Product | Placement | Sched Cst | Subtotal |
|------------|----------------------|--|-----------|----------|
| 09/11/2019 | UN/SR | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$131.20 | \$131.20 |
| 09/11/2019 | Web | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$0.00 | \$0.00 |
| 09/11/2019 | Chicopee/HolyokePlus | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$0.00 | \$0.00 |
| 09/11/2019 | Metro West Plus | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$0.00 | \$0.00 |
| 09/11/2019 | Neighbor/MetroSoPlus | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$0.00 | \$0.00 |
| 09/11/2019 | HampFrank/MetroEPlus | Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER 11, 2019 AT 7:00 PM AT THE AMHERST COMMUNITY CENTER, 378 OLD MOTAGUE RD., AMHERST, MA 01002 | \$0.00 | \$0.00 |

From: **Jerry Guidera** <jerry.guidera@gmail.com>
Date: Fri, Sep 6, 2019 at 11:16 AM
Subject: Community Meeting - Analytics Labs LLC - Independent Testing Lab
To: Alex Morse <morsea@holyokey.org>, Marcos Marrero <marreroma@holyokey.org>, <mcgeeb@holyokey.org>
Cc: Jack Ferriter <jferriter@ferriter.com>

This notice is sent to the City Clerk, Planning Department, and Mayor for the City of Holyoke, as required under under 935 CMR 500.000. Please be advised of the following community meeting scheduled in your municipality following requirements of the Cannabis Control Commission regulations:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, September 19, 2019 at 6 PM at Holyoke Public Library - Board Room. The proposed Independent Testing Lab is anticipated to be located at 28C Appleton Street, Suite 3, Holyoke, MA. There will be an opportunity for the public to ask questions.

This notice has been sent to abutters and will run in the local newspaper.

Jerry Guidera
AmherstWorks
11 Amity Street
Amherst, MA 01002
Cell 413.222.2173

Attachment C

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, September 19, 2019 at 6 PM at Holyoke Public Library - Board Room, 250 Chestnut Street, Holyoke, MA. The proposed Independent Testing Lab is anticipated to be located at 28C Appleton Street, Suite 3, Holyoke, MA. There will be an opportunity for the public to ask questions.

Attachment C

100 APPLETON ST
HOLYOKE, MA 01040

100 WATER ST
HOLYOKE, MA 01040

100 WATER ST
HOLYOKE, MA 01040

536 DWIGHT STREET
HOLYOKE, 01 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

63 NORTH CANAL STREET
HOLYOKE, MA 01040

25 WARWICK ST
LONGMEADOW, MA 01106-1046

56 CANAL ST
HOLOKE, MA 01040

28 APPLETON ST
HOLYOKE, MA 01040

99 SUFFOLK ST
HOLYOKE, MA 01040

694 CENTER ST
CHICOPEE, MA 01013-1566

694 CENTER ST
CHICOPEE, MA 01013-1566

694 CENTER ST
CHICOPEE, MA 01013-1566

INC
85 SARGEANT ST
HOLYOKE, MA 01040

INC
85 SARGEANT ST
HOLYOKE, MA 01040

10 PARK PLAZA
BOSTON, MA 02116

68 WINTER ST
HOLYOKE, MA 01040

10 PARK PLAZA
BOSTON, MA 02116

100 WATER STREET
HOLYOKE, MA 01040

10 PARK PLAZA
BOSTON, MA 02116

10 PARK PLAZA
BOSTON, MA 02116

P O BOX 1246
HOLYOKE, MA 01041

72 RUSSELL ST
NORTH QUINCY, MA 02171

P O BOX 1246
HOLYOKE, MA 01040

P O BOX 1246
HOLYOKE, MA 01040

18 CANAL STREET
HOLYOKE, MA 01040

Attachment C

330 WHITNEY AVE #440
HOLYOKE, MA 01040

82 WENDELL AVENUE #100
PITTSFIELD, MA 01201

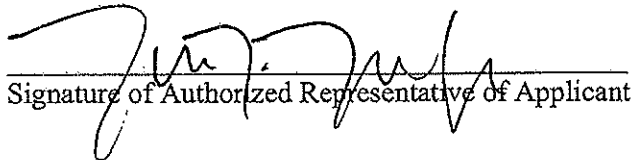
P O BOX 151
HOLYOKE, MA 01041

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).

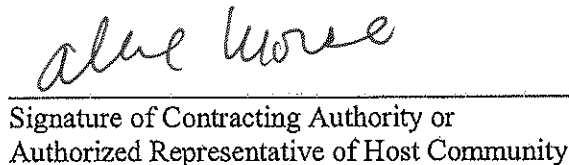
Applicant

I, JERRY GUIDERA, (insert name) certify as an authorized representative of ANALYTICS LABS LLC (insert name of applicant) that the applicant has executed a host community agreement with CITY OF HOLYOKE (insert name of host community) pursuant to G.L.c. 94G § 3(d) on NOVEMBER 27, 2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (insert name of host community) to certify that the applicant and Holyoke (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Oct. 8 2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Analytics Labs, LLC. will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 28C Appleton Street in Holyoke, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana

Background

The City of Holyoke has an approved zoning ordinance regulating the time place and manner of Marijuana Establishments. This ordinance, Section 7-10 allows Recreational Marijuana Establishments, including Marijuana Testing Facilities (MTF) in the ("IG") General Industrial zoning district. 28C Appleton Street is located in the IG district and is compliant with all physical siting requirements outlined in the Ordinance. A Special Permit from the Holyoke City Council is also required. Analytics Labs has applied for and received our Special Permit from the City Council.

Analytics Labs, LLC. and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

Ongoing Compliance

Analytics Labs is committed to remaining in compliance with all with local codes, ordinances, and bylaws. Our local attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Holyoke Mayor and other applicable municipal officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Analytics Labs, LLC. remains in compliance.

ANALYTICS LABS, LLC

PLAN FOR POSITIVELY IMPACTING AREAS OF DISPROPORTIONATE IMPACT

Analytics Labs is privileged to help individuals from “Areas of Disproportionate Impact” experience a positive impact from the operation of our Independent Testing Laboratory. Analytics Labs is located in the City of Holyoke which is one of 29 communities designated as “areas of disproportionate impact” meaning these municipalities have been disproportionately affected by cannabis prohibition and enforcement. Our plan with the accompanying goals, programs and measurements is specifically designed to provide opportunities for individuals and companies to receive a positive impact in the Massachusetts Cannabis Industry.

Analytics Labs acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment and that any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

The organization named in our Community Service Partner Program has been contacted and is willing to accept the donations that we intend to provide. (See supporting documentation included with this Plan)

PROGRAM POPULATIONS

The programs in this plan will be aimed to positively impact the following populations:

- A. Past or present residents of “areas of disproportionate impact,” which have been defined by the Commission, specifically the City Holyoke;
- B. Commission-designated Economic Empowerment Priority applicants;
- C. Commission-designated Social Equity Program participants;
- D. Massachusetts residents who have past drug convictions; and
- E. Massachusetts residents with parents or spouses who have drug convictions.

POSITIVE IMPACT PROGRAMS

A. Community Service Partner Program

Analytics Labs will partner with an established not-for-profit community organization that provides direct social services to populations in Holyoke. Our goal is to provide a minimum donation of \$5,000 and 50 volunteer hours annually.

We have selected Margaret’s Pantry, a full service food pantry operated by the Sisters of Providence Ministries of Holyoke <http://www.provministries.org/locations/margarets-pantry/> to help make a positive impact on the City of Holyoke. Margaret’s Pantry provides food to residents of Holyoke and the surrounding area. Presently the pantry provides

food to upward of 180 families each month and average approximately 1,000,000 pounds per month which is distributed to the needy of the community. We have met with Margaret's Pantry and they have agreed to accept our donation of money and time.

Our partnership with Margaret's Pantry will include monetary donations from Analytics Labs as well as a donation of volunteer hours from our executive management staff and employees. Our first donation of \$5,000 will take place within 90 days of our receipt of Provisional Licensure from the Commission. We plan on making additional donations as our finances become more stable. Our staff will begin volunteering time to Margaret's Pantry within 90 days after the start of our operations.

Goals- Our Goals for the Community Service Partner Program are as follows:

1. Donate a minimum of \$5,000 to Margaret's Pantry; and
2. Provide at least 50 hours of volunteer time to Margaret's Pantry

Measurements- Analytics Labs will use the following metrics to evaluate the success of this Program:

1. The number and amounts of monetary donations to Margaret's Pantry
2. The number of volunteer hours that Analytics Labs employees have donated to Margaret's Pantry

B. Priority Contractor Program

Analytics Labs will give priority in the sourcing of contractors and vendors whose ownership or a majority of its employees are: 1) Past or present residents of areas of disproportionate impact, 2) Massachusetts residents who have past drug convictions; and/or 3) Massachusetts residents with parents or spouses who have drug convictions. To promote this Program, Analytics Labs will require all contractors and vendors to provide their company demographics regarding the 3 criteria above. We will promote this Program in print media including The Holyoke Enterprise and the Daily Hampshire Gazette and online through our website and social media sites such as Facebook, LinkedIn and Twitter. This Program will be instituted once we receive Provisional Licensure from the Commission.

Goals- Our Goals for the Priority Contractor Program are as follows:

1. 20% of our contractors and vendors will meet the Program Populations.

Measurements- Analytics Labs will use the following metrics to evaluate the success of this Program:

1. The number of contractors and vendors who we engage with for services that meet the Program requirements; and
2. The amount and percentage of funds that are spent on contractors and vendors that meet the Program Populations.

C. Economic Empowerment Priority Program

Analytics Labs will provide economic savings and support to Marijuana Establishments that are Commission-designated Economic Empowerment Priority applicants. These initiatives include:

1. 10% Discount on all lab testing fees;

2. Free transportation fees; and
3. No cost consultation services for:
 - i. Contamination mitigation;
 - ii. Proper sampling techniques; and
 - iii. Test result evaluation and corrective action plans.

This Program will be instituted immediately upon our start of operations.

Goals- Our Goals for the Economic Empowerment Priority Program are as follows:

1. Engage with at least 3 Marijuana Establishments that are Commission-designated Economic Empowerment Priority applicants;
2. Provide at least \$15,000 savings in lab testing fees to these Marijuana Establishments;
3. Provide at least \$3,500 savings to these Marijuana Establishments on Transportation fees; and
4. Provides at least 40 hours of consultation services to these Marijuana Establishments

Measurements- Analytics Labs will use the following metrics to evaluate the success of this Program:

1. The names of all Marijuana Establishments participating in this Program;
2. The cost savings of each Marijuana Establishment that participates in this Program;
3. The cost savings and number of transports that Analytics Labs makes for each Marijuana Establishment that participates in this Program; and
4. The number consultations including the number of hours that Analytics Labs employees provided to each Marijuana Establishment that participates in this Program.

Reporting

Annually, 60 days prior to our License renewal, Analytics Labs will conduct a comprehensive written evaluation of the programs outlined above. This report will include the metrics identified in each program along with other pertinent information regarding this plan and the programs contained within.

The purpose of the evaluation will be to measure the goals that are outlined in this Plan and to report on any feedback from stakeholders and any suggested changes to the plan.

This written evaluation will be available to the Commission for review during the License renewal process.



August 14, 2019

Analytics Labs LLC
28C Appleton St, Suite 3
Holyoke, MA 01040

Dear Ms. Cutting:

Thank you for your interest in supporting Providence Ministries. In 1980 Our Founder, Sr. Margaret McCleary, had the idea of a community kitchen that would serve a warm meal to anyone, no questions asked and opened Kate's Kitchen. Over the past 39 years, what started with a simple idea, has blossomed into Providence Ministries, one of the largest networks of social services in the Pioneer Valley. Our food pantry alone distributes over 1,000,000 pounds of food annually to families in the region.

We are excited about the opportunities that the cannabis industry will bring to Western Mass and would gladly accept any donation your company offers. We would also love the opportunity to give you a tour of our programs, so you can see first-hand the work we do every day. Please let me know if you have any questions.

Sincerely,

Rory Casey
Director of Development & Marketing

Kate's Kitchen | Margaret's Pantry | St. Jude's Clothing Center | foodWorks | Loreto House | Broderick House | McCleary Manor

40 Brightside Drive • Holyoke, MA 01040 • 413-536-9109 • F 413-536-1137 • provministries.org

Founded by the Sisters of Providence



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

[Special Filing Instructions](#)

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001332510

1. The exact name of the limited liability company is: CANNABIS ANALYTICS LLC

2a. Location of its principal office:

No. and Street: 11 AMITY STREET
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

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

No. and Street: 11 AMITY STREET
 City or Town: AMHERST State: MA Zip: 01002 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:

CHEMICAL AND BIOLOGICAL LABORATORY TESTING AND ANALYSIS FOR THE CANNABIS INDUSTRY. THE ENTITY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF CANNABIS OR ANY OTHER RELATED REGULATED PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GERALD G. GUIDERA, JR.
 No. and Street: 11 AMITY STREET
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

I, GERALD G. GUIDERA, JR. 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 | GERALD GEORGE GUIDERA JR | 11 AMITY STREET AMHERST, MA 01002 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 | Address (no PO Box) |
|-------|-----------------|---------------------|
|-------|-----------------|---------------------|

| | | |
|---------------|-----------------------------|--|
| | First, Middle, Last, Suffix | Address, City or Town, State, Zip Code |
| SOC SIGNATORY | GERALD GEORGE GUIDERA JR | 11 AMITY STREET AMHERST, MA 01002 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:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|--|---|
| REAL PROPERTY | GERALD GEORGE GUIDERA JR | 11 AMITY STREET AMHERST, MA 01002 USA |

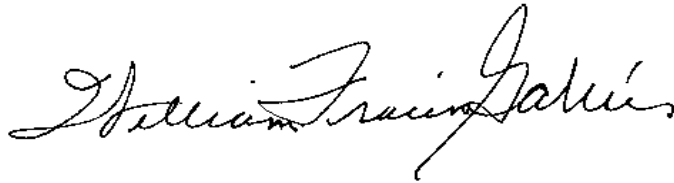
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of June, 2018,
GERALD G. GUIDERA, JR.
(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:

June 18, 2018 03:07 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

[Special Filing Instructions](#)

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001332510

The date of filing of the original certificate of organization: 6/18/2018

1.a. Exact name of the limited liability company: CANNABIS ANALYTICS LLC

1.b. The exact name of the limited liability company as amended, is: ANALYTICS LABS LLC

2a. Location of its principal office:

No. and Street: 28C APPLETON ST, SUITE 3
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

APPLYING FOR A LICENSE BE APPROVED AND BY THE CANNABIS CONTROL COMMISSION (CCC) FOR CHEMICAL AND BIOLOGICAL LABORATORY TESTING AND ANALYSIS FOR THE CANNABIS INDUSTRY, AND ALL LAWFUL PURPOSES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GERALD G. GUIDERA, JR.
 No. and Street: 11 AMITY STREET
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

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 | KRISTY CUTTING | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 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 | KRISTY CUTTING | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 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:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|---|--|
| REAL PROPERTY | KRISTY CUTTING | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 USA |

9. Additional matters:

10. State the amendments to the certificate:

NEW NAME, NEW ADDRESS, NEW MANAGER.

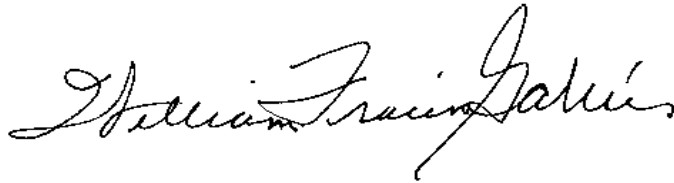
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of October, 2018,
KRISTY CUTTING , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

October 17, 2018 10:58 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001332510

The date of filing of the original certificate of organization: 6/18/2018

1.a. Exact name of the limited liability company: ANALYTICS LABS LLC

1.b. The exact name of the limited liability company as amended, is: ANALYTICS LABS LLC

2a. Location of its principal office:

No. and Street: 28C APPLETON ST, SUITE 3
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GERALD G. GUIDERA, JR.
 No. and Street: 11 AMITY STREET
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

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 | TIFFANY CUTTING MADRU | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 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 | TIFFANY CUTTING MADRU | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 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:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|---|--|
| REAL PROPERTY | TIFFANY CUTTING MADRU | 28C APPLETON ST, SUITE 3 HOLYOKE, MA 01040 USA |

9. Additional matters:

10. State the amendments to the certificate:

6. THE MANAGER IS TIFFANY CUTTING MADRU, 28C APPLETON ST, SUITE 3, HOLYOKE, MA 01040 USA 7. THE PERSON IN ADDITION TO THE MANAGER AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WITH THE CORPORATIONS DIVISION IS TIFFANY CUTTING MADRU, 28C APPLETON ST, SUITE 3, HOLYOKE, MA 01040 USA 8. THE PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY IS TIFFANY CUTTING MADRU, 28C APPLETON ST, SUITE 3, HOLYOKE, MA 01040 USA THE PRINCIPAL OFFICE ADDRESS WILL REMAIN 28C APPLETON ST, SUITE 3, HOLYOKE, MA 01040 USA

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of November, 2019,
KRISTY CUTTING , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

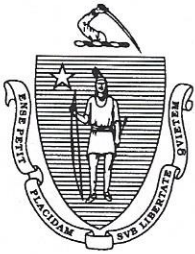
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

November 14, 2019 12:21 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

November 15, 2019

TO WHOM IT MAY CONCERN:

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

ANALYTICS LABS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 18, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:
TIFFANY CUTTING MADRU

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TIFFANY CUTTING MADRU**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TIFFANY CUTTING MADRU**



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



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

mass.gov/dor

Letter ID: L1900011584
Notice Date: November 15, 2019
Case ID: 0-000-855-156



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANALYTICS LABS LLC
28C APPLETON ST STE 3
HOLYOKE MA 01040-6417

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ANALYTICS 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) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

OPERATING AGREEMENT

ANALYTICS LABS LLC

AGREEMENT dated as of the 1st day of November, 2018, by and among the persons identified as Members in Schedule A hereto and the persons who become members in accordance with the provisions hereof (each such person being individually referred to as a "Member" and collectively as the "Members").

WHEREAS, ANALYTICS LABS LLC (the "LLC") has been formed as a limited liability company under the laws of the COMMONWEALTH OF MASSACHUSETTS by the filing a Certificate of Organization in the office of the Secretary of State of the COMMONWEALTH OF MASSACHUSETTS ("the Certificate"); and

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

ARTICLE I Organization, Purpose, and Powers.

1.01 Formation. The LLC is a limited liability company under the laws of the COMMONWEALTH OF MASSACHUSETTS (the "Act").

1.02 Name. The name of the LLC is ANALYTICS LABS LLC.

1.03 Business Address. The initial business address of the LLC is 28C APPLETON STREET, HOLYOKE, MA 01040. The operating address is 28C APPLETON STREET, HOLYOKE, MA 01040. The LLC may change its business address to and maintain such additional offices at such other places as the Manager may hereafter determine.

1.04 Term. The term of the LLC commenced on the date of filing the Certificate in the office of the Secretary of State for MASSACHUSETTS and shall continue until the LLC is terminated in accordance with Section 9.1.

1.05 Purpose. The purpose of the LLC is to carry on the operation of a LABORATORY AND TESTING FACILITY for public, private, and commercial enterprises and to own real estate, and any business incidental thereto or in any way connected therewith, and any other business that the Members, by Consent of the Members, deem desirable or expedient.

1.06 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability

companies, whether as a member or manager; joint venture, limited and general partnership agreements; contracts with Affiliated Persons; guarantees; and contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the State of Connecticut.

(e) To take any other action not prohibited under the Act or other applicable law.

1.07 Designation of Manager. Tiffany Cutting Madru is hereby designated as the Manager of the LLC. Any person or corporation may be designated as a Manager at any time by Consent of a Majority of the Membership percentage. A Manager's status as a Manager may be terminated at any time when there is at least one other Manager by Consent of the majority of the Members. Any Manager may resign from, retire from, abandon, or otherwise terminate his status as a Manager by giving sixty (60) days prior written notice to all Members.

ARTICLE II Members and Capital Contributions

2.01 Members. The LLC shall have one class of Members. The initial Members are the persons and or business entities identified as such in Schedule A hereto.

2.02 Additional Members. Except as provided in Section 8.01, additional Members may be admitted only with the Consent of all of the Members. Any such additional Member shall evidence his agreement to be bound by the terms of this Agreement in such manner as the Manager may require.

2.03 Capital Accounts. A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.04 Capital Contributions.

(a) On the date of this Agreement, each Member has made a Capital Contribution to the LLC, as set forth opposite his/her/its name in Schedule A.

(b) Except as set forth in Article III, no Member shall be entitled, obligated, or required to make any Capital Contribution in addition to his Capital Contribution made under

Section 2.02(a), or any loan, to the LLC. No loan made to the LLC by any Member shall constitute a Capital Contribution to the LLC for any purpose.

2.05 No Withdrawal of or Interest on Capital. No Member shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his Capital Contribution or Capital Account except as provided in Sections 4.01 upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account or any loan from a Member to the LLC, except as provided in Section 4.02.

2.06 Manager as a Member. A Manager may, but need not, hold an interest in the LLC as a Member.

2.07 Liability of Members. No Member, in his capacity as a Member, shall have any liability to restore any negative balance in his Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in his capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

ARTICLE III Additional Capital.

3.01 Funding Capital Requirements.

(a) Except as provided in this Section 3.01, no Member shall be required to lend any funds to the LLC or, after his initial capital contribution made pursuant to Section 2.04 has been fully paid, make any additional Capital Contribution to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

(b) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including a Manager and Members, on such terms and conditions as are determined by Consent of a Majority of the Members.

(c) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, and the LLC is unable to borrow sufficient funds as provided in Section 3.01(b), all Members shall be required to make additional Capital Contributions to the LLC in proportion to their Percentage Interests unless the sum of all of the Members' total Capital Contributions, other than Capital Contributions made in accordance with Section 3.01(d) below, shall exceed One Hundred Thousand Dollars (\$100,000.00).

(d) Additional Capital Contributions shall be required of all Members in proportion to their Percentage Interests upon Consent of Members owning at least fifty one percent (51%) of the Percentage Interests.

(e) If any Member shall fail to make a portion of, or all of a required Capital Contribution within ten (10) days of receiving notice from the LLC of such requirement, then all other Members' shall cover the deficiency by making an additional Capital Contribution in proportion to their Percentage Interests. The Percentage Interest of the Member with a deficient Capital Contribution shall be reduced by the amount of the deficiency in proportion to the sum total of all Member Capital Contributions. The Percentage Interests of all of the other Members shall be increased by the amount that they contributed to cover the deficiency in proportion to the sum total of all Member Capital Contributions.

3.02 Third Party Liabilities. The provisions of the Article III are not intended to be for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation against the LLC or any Member.

ARTICLE IV Distributions.

4.01 Distribution of Cash Flow. To the extent Cash Flow is available, Cash Flow shall be distributed to the Members in proportion to their respective Percentage Interests as follows: The LLC shall, to the extent that its financial condition reasonably permits, make interim distributions to the members to enable them to pay federal, state and other taxes on their shares of LLC income on time and in full. The LLC shall allocate these distributions among the members on the basis on which the LLC allocates its income among them. In computing the amount of each such distribution to each member, the LLC shall assume that the member must pay the highest marginal rate of tax on the member's share of LLC income. In addition, at such times and in such amounts as the Manager determines, unless otherwise determined by Consent of all of the Members, the remaining balance of cash flow will be allocated and distributed to the Members in the following order of priority:

(a) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and

(b) Second, the balance to the Members in proportion to their respective Percentage Interest.

In no event, however, shall any distribution from Cash Flow be made to the extent that such distribution would (a) violate the terms of any financing arrangement or agreement to which the LLC is a party, or (b) result in the inability of the LLC to pay its debts and obligations as they become due.

4.02 Distribution upon Dissolution. Proceeds from the sale or other disposition of all or substantially all the assets of the LLC and amounts available upon dissolution, after payment of or

adequate provision for the debts and obligations of the LLC, shall be distributed and applied in the following priority:

- (i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Manager;
- (ii) Second, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (iii) Third, the balance to the Members in proportion to their respective Percentage Interests.

4.03 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Managers.

4.04 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member; and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 4.04 shall be repaid by such Member to the LLC within thirty (30) days after the Manager gives notice to such Member making demand for repayment. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such Member.

ARTICLE V Allocations.

5.01 Allocation of Profits and Losses. For federal tax purposes, each Member's share of the LLC's income, gain, deduction, and loss shall be determined in accordance with Appendix I. The Members are aware of the tax consequences of the allocations made pursuant to Appendix I and agree to be bound by the provisions hereof and those of Appendix I in reporting their respective shares of the Company's income, gain, deduction, and loss for United States tax purposes.

ARTICLE VI Management

6.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the Managers. Except to the extent provided in Section 6.02, the Manager shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

(a) To manage the business of the LLC, including the hiring of employees by the LLC for such purpose;

(b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Manager may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;

(c) To acquire and dispose of assets for use by the LLC in the conduct of its business;

(d) To obtain credit and other financial accommodations;

(e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) To engage, retain or deal with agents, brokers, accountants, lawyers, and consultants;

(g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC; and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC, its Members, and its Managers, including, without limitation, to provide the indemnity described in Section 6.06 or any portion thereof; and

(j) To establish a record date for any distribution to be made under Article IV; and

(k) To perform any other act which the Manager may deem necessary or desirable for the LLC or its business.

6.02 Limitations on Authority of Manager. Notwithstanding the provisions of Section 6.01, the Manager/Managers shall have no power or authority to take any of the following actions without the Consent of the majority of the Members:

(a) Lease, mortgage, sell, transfer, or dispose of all or substantially all of the LLC's assets;

- (b) Merge with or consolidate into another business entity;
- (c) Admit additional Class B Members; or
- (d) Sell, assign, license, or otherwise transfer proprietary technology of the LLC.

6.03 Binding the LLC. Any action taken by the Manager(s) as Manager of the LLC shall bind the LLC and shall be deemed to be the action of the LLC. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

6.04 Compensation of Manager and Members. No payment shall be made by the LLC to any Member for such Member's services except as provided duly authorized separate agreement between the LLC and Member.

6.05 Contracts with Affiliated Persons. The LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services, or space with any Member, Manager, or Affiliated Person, and may pay compensation thereunder for such goods, services, or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

6.06 Indemnification. Each Manager shall be entitled to indemnity from the LLC for any liability incurred by him on account of any act performed by him within the scope of the authority conferred on him by this Agreement and on account of any act omitted to be performed him in good faith; provided, however, a Manager shall not be entitled to indemnity on accounts of his gross negligence or willful misconduct. Indemnification hereunder shall include all reasonable expenses incurred by the Manager, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Manager to any liability to the Members except for gross negligence or willful misconduct. Each Member shall be entitled to indemnity from the LLC to the full extent permitted by the Act.

6.07 Other Activities. Except to the extent provided in a separate agreement between any of them and the LLC, the Members, Managers, and their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as Managers of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VII Fiscal Matters

7.01 Books and Records. The Managers shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available at an office of the LLC for examination and copying by any Member or by a duly authorized representative of any Member upon reasonable request during ordinary business hours. A current list of the full name and last known address of each Member, a copy of this Agreement and any amendments thereto, a copy of the Certificate and any amendments thereto, and copies of the LLC's financial statements and federal and state income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC. Within one hundred twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements that shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at such Member's own expense, cause an audit or review of the LLC books to be made by a certified public accountant selected by such Member.

7.02 Bank Accounts. Bank accounts of the LLC shall be maintained in such banking or other financial institution(s) as shall be selected by the Managers, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be determined by the Managers.

7.03 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year.

7.04 Tax Matters Partner. Tiffany Cutting Madru is hereby designated as the "Tax Matters Partner" of the LLC until his resignation or until the designation his successor by Consent of the Majority of the Members, whichever occurs sooner. The Tax Matters Partner is hereby authorized to and shall perform all duties of a "Tax Matters Partner" under the Code and as such shall have the authority to manage and control, on behalf of the LLC, any administrative proceeding with the Internal Revenue Service relating to the determination of any item of LLC income, gain, loss, deduction, or credit for federal income tax purposes.

7.05 Tax Elections. The Tax Matters Partner may, on behalf of the LLC, make or revoke an election in accordance with Section 754 of the Code so as to adjust the basis of property of the LLC in the case of a distribution of property within the meaning of Section 734 of the Code and in the case of a transfer of an interest in the LLC within the meaning of Section 743 of the Code. The Tax Matters Partner may also make other elections relating to taxes to effectuate the intent and purposes of this Agreement.

7.06 Taxation as Partnership. The LLC shall be treated as a partnership for federal income tax purposes.

ARTICLE VIII Transfers of Interests

8.01 General Restrictions on Transfer.

(a) No Member may Transfer all or any part of such Member's interest as a member of the LLC or otherwise withdraw from the LLC except as provided in Section 8.02 or with the Consent of the Members other than the transferring Member, which may be withheld for any reason. Transfers by inheritance shall be allowed.

(b) Notwithstanding Section 8.01(a) above, no Member may Transfer all or any part of such Member's interest as a member of the LLC or otherwise withdraw from the LLC, except as provided in Section 8.02, unless the transferring Member (the "Offeree") receives a written offer made in good faith by a third party (the "Offeror") to purchase all or a portion of the Member's interest in the LLC and the transferring Member provides the LLC and the other Members a right of first refusal to purchase said interest as provided herein:

(i) The offer shall be bona fide, shall be the result of arms-length negotiations between the Offeree and the Offeror and shall set forth the name of the Offeror, the interest to be transferred, the price and other terms of the offer and any other relevant material information available regarding the proposed transfer. The Offeree shall deliver copies of the offer to the other Members of the LLC.

(ii) The LLC shall have an option to acquire all or (subject to the conditions hereinafter set forth) any part of the interest being offered at the price, terms and conditions set forth in the offer. The LLC shall have thirty (30) days from receipt of the offer in which to notify the Offeree of its election to purchase all or a portion of the interest being offered. If the LLC does not elect to purchase all of the offered interest, it shall so notify the other Members no later than twenty (20) days after the end of the said period, and the other Members may elect to purchase the balance of the offered interest on the same terms and conditions as are set forth in the offer, by giving notice to the Offeror within thirty (30) days after notice from the LLC. The Members electing to purchase shall have the right to purchase in proportion to their relative Percentage Interests, or in such other manner as they may agree to within the second 30-day period.

(iii) The closing of the purchase by the LLC and/or any Members shall take place on a date not less than ten (10) days nor more than forty (40) days after all elections to purchase have been made, as specified by the LLC and the purchasing Members, if any.

(iv) If the interest of the Offeree is not purchased by the LLC and the other Members as provided herein, the Offeree may sell such interest to the Offeror upon the terms and conditions set forth in the offer (or other terms and conditions no more favorable to the Offeror), provided that such sale is concluded within thirty (30) days after the expiration of both periods in which elections to purchase may be made by

the LLC or the other Members, and the Offeror complies with all of the provisions of Section 8.01.

(c) Every Transfer of an interest as a Member of the LLC permitted by this Article VIII, including Transfers permitted by Section 8.02, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Managers, may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) A transferee of an interest who is not otherwise a Member, except for a transferee of an interest that is a limited liability company for which the transferring Member is the sole member, shall not be admitted to the LLC as a Member without the Consent of the Member(s) other than the transferring Member, which Consent may be withheld for any reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a Member shall be transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Manager. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(v) Upon the admission or withdrawal of a Member, this Agreement shall be amended appropriately to reflect the then existing names and addresses of the Members and Manager(s) and their respective Percentage Interests.

(d) A transferor of an interest as a Member shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be

relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer.

(e) Any Person who acquires, in any manner whatsoever, an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(c), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(f) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.

8.02 Permitted Transfers. The following Transfers shall be permitted without the Consent of the Members otherwise required under Section 8.01(a) above or the right of first refusal otherwise required under Section 8.01 (b) above, but such permitted Transfers shall in any event be subject to Sections 8.01(c)—(f) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any other Member and to any Legal Representative, Affiliate, limited liability company for which the transferring Member is the sole member, or member of the Immediate Family of the transferring Member.

8.03 Continuation of the LLC. Notwithstanding a Transfer or other withdrawal from the LLC of a Member, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the State of Connecticut, if the remaining Members, within ninety (90) days thereafter, elect to continue the LLC and the business of the LLC and, if the Transfer or other withdrawal was by a Member who was also the only Manager, appoint, as of the date of such Transfer or withdrawal, one or more new Managers.

ARTICLE IX Dissolution and Termination

9.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC;

(b) A Transfer or other withdrawal of a Member if there is no election pursuant to Section 8.03 to continue the LLC;

(c) The election to dissolve the LLC made in writing by Consent of a Majority of the Members;

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of the COMMONWEALTH OF MASSACHUSETTS as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution, or occurrence of any other event, which terminates the membership of a Member, except as provided in Section 9.01(b).

9.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, or if none, a liquidator elected by the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and thereafter cause the cancellation of the Certificate.

ARTICLE X General Provisions

10.01 Notices. Any and all notices under this Agreement shall be effective (a) on the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

10.02 Word Meanings. The words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the COMMONWEALTH OF MASSACHUSETTS, including the Act, as interpreted by the courts of the COMMONWEALTH OF MASSACHUSETTS, notwithstanding any rules regarding choice of law to the contrary.

10.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

10.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

10.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 Amendments. Except as otherwise specifically provided herein, this Agreement may be amended or modified only with the written Consent of all of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members with the consent of all of the Members. No Member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member's interests or any warrants, subscriptions, options or other rights with respect thereto.

10.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10.10 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.05 and 6.06. The Members agree that such provisions of this Agreement which by their terms 10.10 require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate

the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 10.10 and to specific nonsurviving provisions.

ARTICLE X Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

"Act" means the COMMONWEALTH OF MASSACHUSETTS Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the COMMONWEALTH OF MASSACHUSETTS, and as thereafter amended from time to time.

"Adjusted Capital Contribution" means a Member's capital contribution to the LLC reduced by all distributions made to such Member under Section 4.01.

"Affiliated Person" or "Affiliate" means, with reference to a specified Person, any (i) Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership.

"Agreement" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Applicable Federal Rate" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.

"Bankruptcy" means any of the following:

- (i) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement,

composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition, file against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of such Member's properties or such Member's interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a Member.

"Cash Flow" means the excess of cash receipts from day-to-day operations of the LLC over (i) the cash needed to pay expenses arising from day-to-day operations of the LLC and (ii) the cash needed in the reasonable judgment of the Manager to fund a reasonable reserve for the needs of the LLC's business.

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Gross Receipts" means all of the monies received by the LLC from sales, exchanges and the like at the store location of the store owned by the LLC before any expenses are paid out for any reason.

"Member" shall refer severally to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the persons or entities named as Members in this

Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"Consent" means the written consent or approval of those Members entitled to participate in giving such Consent.

"Immediate Family" (i) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individual with respect to whom the principal beneficiaries are MEMBERS of the Immediate Family.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended. The LLC is referred to as the "Company" in Appendix I hereto.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetence of such individual.

"Majority" means of more than fifty percent (50%) in interest, based on Percentage Interests held as Members.

"Manager" shall refer to the person named as Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC.

"Member" shall refer severally to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement.

"Percentage Interest" shall be the percentage interest of a Member set forth in Schedule A, as amended from time to time.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include

assignments and distributions resulting from death, incompetence, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

A handwritten signature in blue ink, appearing to read "Tiffany Cutting Madru", is written over a horizontal line.

Tiffany Cutting Madru, Manager

SCHEDULE A

In exchange for their respective membership rights in the LLC, each member shall make the following contributions of cash to the LLC in accordance with the following terms and conditions:

| <u>Name of Member</u> | <u>Percentage Interest</u> |
|-----------------------|----------------------------|
| Lauryn Picknelly | 20% |
| Tiffany Cutting Madru | 19% |
| Tina Wae | 20% |
| Ted Madru | 21% |
| Jerry Guidera | 20% |

APPENDIX I

Except as hereinafter provided, all items of Company income, gain, deduction and loss, as determined for U.S. tax purposes, shall be divided among the Members in the same manner as net income, net loss or items thereof, as determined for book purposes, are allocated to their Capital Accounts in accordance with this Appendix I.

Paragraph 1. Capital Accounts. "Capital Account" shall mean an account maintained for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this definition and the determinations of net income, net loss and items thereof shall be interpreted and applied in a manner consistent therewith. Whenever the Company would be permitted to adjust the Capital Accounts of the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property, the Company may so adjust the Capital Accounts of the Members. In the event that the Capital Accounts of the Members are adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property, (i) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code Section 704(c), and (iii) the amount of upward and/or downward adjustments to the book value of the Partnership property shall be treated as income, gain, deduction and/or loss for purposes of applying the allocation provisions of this Appendix I. In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property. The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation or otherwise. Notwithstanding any provision contained herein to the contrary, no Member shall be required to restore any negative balance in its Capital Account.

Paragraph 2. Allocation of Profits & Losses. Subject to Paragraph 3 of this Appendix, all items of Company income, gain, loss and deduction as determined for book purposes remaining after the special allocations provided in Paragraphs 4 through 7 of this Appendix shall be allocated among the Members and credited or debited to their respective Capital Accounts so as to ensure to the maximum extent possible that the balance of each Member's Adjusted Capital Account at the end of any taxable year would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such taxable year in accordance with Section 15.4. For purposes

of this Appendix I, a Member's "Adjusted Capital Account" shall mean the balance of the Member's Capital Account, increased by the amount of such Member's obligation to restore a deficit in its Capital Account, including any deemed obligation pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.7042(i)(5), and reduced by the amounts described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6).

Paragraph 3. Special Allocations. Notwithstanding any other provision of this Appendix, the Tax Matters Partner in its discretion may, and in the event of a conversion, cancellation, redemption or repurchase a Member's interest or the admission of a new Member shall, adjust the Capital Accounts (which may include the reallocation of outstanding Capital Account balances or portions thereof among the Members) and/or modify the manner in which net income and net losses or items thereof are allocated in such manner as the Tax Matters Partner in its discretion deems necessary or appropriate for the allocations pursuant to this Appendix to be in accordance with the Members' interests in the Company within the meaning of Section 704(b) of the Code or to otherwise comply with the requirements of Section 704 of the Code.

Paragraph 4. Nonrecourse Deductions. Notwithstanding any other provision of this Appendix, nonrecourse Deductions (or any other items that cannot have economic effect) shall be allocated to the Members in proportion to their Percentage Interests, or in such other manner as the Tax Matters Partner determines is necessary or appropriate to comply with the requirements of Section 704(b) of the Code. For purposes of this paragraph, the term "Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

Paragraph 5. Minimum Gain Chargeback. Notwithstanding any other provisions of this Appendix, in the event there is a net decrease in Company Minimum Gain during a Fiscal Period, the Members shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). For purposes of this Appendix, the term "Company Minimum Gain" has the same meaning as "partnership minimum gain" as set forth in Treasury Regulations Section 1.704-2(b)(2), and any Member's share of Company Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(1). This paragraph is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.7042(f) and shall be interpreted and applied in a manner consistent therewith.

Paragraph 6. Member Nonrecourse Debt. Notwithstanding any other provisions of this Appendix, any items of income, gain, deduction and loss of the Company that are attributable to a nonrecourse debt of the Company that constitutes Member Nonrecourse Debt (including chargebacks of Member Nonrecourse Debt Minimum Gain) shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). For purposes of this Appendix, the term "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" as set forth in Treasury Regulations Section 1.704-2(b)(4). This paragraph is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

Paragraph 7. Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Appendix, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Period (and, if necessary, subsequent Fiscal Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). For purposes of this Article VIII, the term "Member Nonrecourse Debt Minimum Gain" has the same meaning as "member nonrecourse debt minimum gain" as set forth in Treasury Regulations §1.704-2(i)(2). This paragraph is intended to comply with the minimum gain Chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

Paragraph 8. Tax Allocations Where Book Value Differs from Tax Basis.

(a) In accordance with §704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value.

(b) In the event of a revaluation of Company assets pursuant to the Capital Account maintenance requirements contained in Treasury Regulations Section 1.704-1(b)(2)(iv), income, gain, loss or deduction shall, solely for tax purposes, be allocated as required by such rules in accordance with the principles of Section 704(c) of the Code.

Plan for Obtaining Liability Insurance

Analytics Labs, LLC will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement. Analytics Labs have engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. 1620 will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan for Obtaining and Maintaining Liability Insurance

1. Once Analytics Labs, LLC receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry. We will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence.
2. If Analytics Labs, LLC cannot obtain the required insurance coverage, Analytics Labs will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities. Analytics Labs will replenish this account within ten business days of any expenditure.
3. Analytics Labs, LLC will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

BUSINESS PLAN

Analytics Labs, LLC

November 2019

Product

Analytics Labs, LLC. is an Independent Testing Laboratory

Customers

Target customers are Licensed Marijuana Establishments.

Mission Statement

Our goal is to provide high quality laboratory testing services to licensed marijuana establishments throughout the State of Massachusetts.

Principal Members

Gerald “Jerry” Guidera

Tina Wae

Lauren Picknelly

Tiffany Madru

Ted Madru

Legal Structure

Massachusetts Limited Liability Corporation

Industry

The legal Marijuana Industry in Massachusetts required accurate, high quality Laboratory testing from Certified independent testing laboratories. With only two independent labs operations in the state there is need for more labs that can offer the required testing services. With the Holyoke area having several marijuana cultivators and product manufacturers we feel that a lab in this geographic area will provide us with a large market to pull from.

Competitors

There are two operational independent testing labs that are operational in the state of Massachusetts with at least 3 others who have applied for licensure. After analyzing the current need for independent testing labs and judging by the cultivators and product manufacturers in the Commission pipeline it is clear that the market can support up to 10 independent labs in 2021.

Competitive Advantage

Our expertise in analytical testing and our geography in the state gives Analytics Labs a distinct advantage. Being centered in Holyoke allows us to access a large number of marijuana cultivators and product manufacturers. Franklin, Hampshire, Hampden and Berkshire Counties have the lion's share of marijuana establishments. The closest operational independent testing lab is located 70 miles from our proposed location. We feel that we will be able to capture many of the marijuana establishments in Western Massachusetts.

ANALYTICS LABS - FIVE-YEAR BUDGET

| SUMMARY | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | 5 YEAR SUMMARY | | |
|------------------------------|-----------|----------|-----------|--------|-----------|--------|-----------|--------|-------------|--------|----------------|----------|--------------|
| | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | UNDER / OVER |
| Total Income | \$200,000 | \$0 | \$690,000 | \$0 | \$815,000 | \$0 | \$970,000 | \$0 | \$1,110,000 | \$0 | \$3,785,000 | \$0 | -\$3,855,000 |
| Total Expenses | \$200,350 | \$2,510 | \$528,800 | \$0 | \$585,100 | \$0 | \$632,800 | \$0 | \$801,500 | \$0 | \$2,748,550 | \$2,510 | \$2,746,040 |
| | -\$350 | -\$2,510 | \$161,200 | \$0 | \$229,900 | \$0 | \$337,200 | \$0 | \$308,500 | \$0 | \$1,036,450 | -\$2,510 | -\$6,601,040 |
| INCOME | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | 5 YEAR SUMMARY | | |
| | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | UNDER / OVER |
| OPERATING INCOME | | | | | | | | | | | | | |
| Client 1 | \$200,000 | \$0 | \$505,000 | | \$565,000 | | \$630,000 | | \$670,000 | | \$2,570,000 | \$0 | -\$2,570,000 |
| Client 2 | | | \$185,000 | | \$210,000 | | \$235,000 | | \$270,000 | | \$900,000 | \$0 | -\$900,000 |
| Client 3 | | | | | \$40,000 | | \$45,000 | | \$50,000 | | \$205,000 | \$0 | -\$205,000 |
| Client 4 | | | | | | | \$30,000 | | \$40,000 | | \$70,000 | \$0 | -\$70,000 |
| Client 5 | | | | | | | \$30,000 | | \$40,000 | | \$70,000 | \$0 | -\$70,000 |
| Client 6 | | | | | | | | | \$20,000 | | \$20,000 | \$0 | -\$20,000 |
| Client 7 | | | | | | | | | \$20,000 | | \$20,000 | \$0 | -\$20,000 |
| TOTAL | \$200,000 | \$0 | \$690,000 | \$0 | \$815,000 | \$0 | \$970,000 | \$0 | \$1,110,000 | \$0 | \$3,855,000 | \$0 | -\$3,855,000 |
| EXPENSES | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | | 5 YEAR SUMMARY | | |
| | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | UNDER / OVER |
| OPERATING EXPENSE | | | | | | | | | | | | | |
| Accounting & Legal | \$8,500 | \$1,100 | \$5,500 | | \$4,200 | | \$4,000 | | \$4,000 | | \$26,200 | \$1,100 | \$25,100 |
| Advertising | \$3,000 | | \$3,500 | | \$4,000 | | \$4,500 | | \$5,000 | | \$20,000 | \$0 | \$20,000 |
| Marketing | \$5,000 | | \$8,500 | | \$11,000 | | \$15,000 | | \$20,000 | | \$59,500 | \$0 | \$59,500 |
| Insurance | \$1,000 | | \$1,200 | | \$1,400 | | \$17,000 | | \$2,000 | | \$22,600 | \$0 | \$22,600 |
| Testing Equipment & Supplies | \$72,000 | | \$325,000 | | \$350,000 | | \$350,000 | | \$500,000 | | \$1,597,000 | \$0 | \$1,597,000 |
| Certification | \$5,600 | \$1,260 | \$1,000 | | \$1,000 | | \$1,000 | | \$1,000 | | \$9,600 | \$1,260 | \$8,340 |
| Consulting | \$15,000 | | \$1,000 | | \$1,000 | | \$1,000 | | \$1,000 | | \$19,000 | \$0 | \$19,000 |
| Office Equipment | \$6,000 | \$150 | \$8,000 | | \$10,000 | | \$13,000 | | \$16,500 | | \$53,500 | \$150 | \$53,350 |
| Travel | \$1,000 | | \$1,300 | | \$1,500 | | \$2,000 | | \$2,700 | | \$8,500 | \$0 | \$8,500 |
| Software & Website | \$16,000 | | \$20,000 | | \$22,000 | | \$25,000 | | \$27,500 | | \$110,500 | \$0 | \$110,500 |
| | \$133,100 | \$2,510 | \$375,000 | \$0 | \$406,100 | \$0 | \$432,500 | \$0 | \$579,700 | \$0 | \$1,926,400 | \$2,510 | \$1,923,890 |
| PAYROLL | | | | | | | | | | | | | |
| Director | \$30,000 | | \$70,000 | | \$82,000 | | \$89,000 | | \$100,000 | | \$371,000 | \$0 | \$371,000 |
| Chief Scientist | \$20,000 | | \$48,000 | | \$60,000 | | \$73,000 | | \$82,000 | | \$283,000 | \$0 | \$283,000 |
| Consultants | \$6,000 | | \$12,000 | | \$12,000 | | \$12,000 | | \$12,000 | | \$54,000 | \$0 | \$54,000 |
| | \$56,000 | \$0 | \$130,000 | \$0 | \$154,000 | \$0 | \$174,000 | \$0 | \$194,000 | \$0 | \$708,000 | \$0 | \$708,000 |
| OFFICE | | | | | | | | | | | | | |
| Lease | \$7,250 | | \$14,500 | | \$14,500 | | \$14,500 | | \$14,500 | | \$65,250 | \$0 | \$65,250 |
| Utilities | \$2,000 | | \$4,300 | | \$4,500 | | \$4,800 | | \$5,300 | | \$20,900 | \$0 | \$20,900 |
| Supplies | \$2,000 | | \$5,000 | | \$6,000 | | \$7,000 | | \$8,000 | | \$28,000 | \$0 | \$28,000 |
| | \$11,250 | \$0 | \$23,800 | \$0 | \$25,000 | \$0 | \$26,300 | \$0 | \$27,800 | \$0 | \$114,150 | \$0 | \$114,150 |
| TOTAL | \$200,350 | \$2,510 | \$528,800 | \$0 | \$585,100 | \$0 | \$632,800 | \$0 | \$801,500 | \$0 | \$2,748,550 | \$2,510 | \$2,746,040 |

Policy for Separating Recreational from Medical
Operations

Not Applicable

ANALYTICS LABS LLC

Operating Policies & Procedures

Restricting Access to Age 21 and Older

This Plan summarizes how Analytics Labs will restrict access to only person(s) ages 21 and older. This plan is compliant with 935 CMR 500.000 ("the Regulations").

Intent

Analytics Labs is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") and any other requirements or sub-regulatory guidance issued by any other regulatory agency.

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.

Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Laboratory Agent means an employee of an Independent Testing Laboratory who transports, possesses or tests cannabis or marijuana in compliance with 935 CMR 500.000.

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**.

Responsibilities

The Analytics Labs management team and all employees are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations are over the age of 21.

The Analytics Labs Testing Lab located at 28C Appleton Street in Holyoke MA allows only the following individuals access to our facility.

1. Analytics 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 Analytics 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 visitors 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 our Marijuana Establishment:
 - i. Agents of the Commission;
 - ii. Commission Delegees;
 - iii. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
 - iv. Police and Fire departments, and emergency medical services acting in the course of their official capacity.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Intent

Analytics 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 "the Commission") or any other regulatory agency.

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

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.

Access to the Commission

Analytics Labs 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.

Access to the Massachusetts Department of Revenue ("DOR")

Analytics Labs books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Analytics Labs will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

1. Point of Sale (POS) Systems

Analytics Labs will not utilize and Point of Sales Systems.

2. Types of Records

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

- a. Operating procedures as required by 935 CMR 500.105(1)
 - i. Security measures in compliance with 935 CMR 500.110;
 - ii. Employee security policies, including personal safety and crime prevention techniques;
 - iii. 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.
 - iv. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - v. 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; (Not Applicable)
 - vi. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
 - vii. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - viii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - ix. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - x. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - xi. Alcohol, smoke, and drug-free workplace policies;
 - xii. A plan describing how confidential information will be maintained;
 - xiii. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 3) 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.
 - xiv. 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.
 - xv. 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).
 - xvi. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

- xvii. Policies and procedures for energy efficiency and conservation that shall include:
 - 1) 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;
 - 2) 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;
 - 3) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - xviii. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- b. Operating procedures as required by 935 CMR 500.120(12)
- i. 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);
 - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. 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 products from the market, as well as any action undertaken to promote public health and safety;
 - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - v. 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
 - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Inventory records as required by 935 CMR 500.105(8);
- d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
- i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

- ii. A personnel record for each marijuana establishment agent. Such records shall be 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:
 - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 2) Documentation of verification of references;
 - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 4) 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;
 - 5) Documentation of periodic performance evaluations;
 - 6) A record of any disciplinary action taken; and
 - 7) Notice of completed responsible vendor and eight-hour related duty training.
 - iii. A staffing plan that will demonstrate accessible business hours;
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030
- f. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. 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.
- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. 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.
- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection and insurance records. (If Applicable)
- k. Host Community records of any cost to a city reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community.
- l. Records of monthly analysis of sales equipment and data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.

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

ANALYTICS LABS LLC

Operating Policies & Procedures

Quality Control and Testing

This document is a summary of the Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products that Analytics Labs, LLC plans to implement once licensed. This plan may be amended once the design and buildout of our facility is complete. Analytics 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 (“CNCB”) or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

Along with the requirements of International Organization for Standardization 17025 (ISO/IEC 17025: 2017) Analytics Labs is committed to utilizing Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

Analytics Labs will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our Testing Lab will entail 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. Analytics Labs will utilize best industry practices when it comes to quality control and product testing.

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 Analytics Labs will test for Marijuana Establishments will be tested in accordance with the regulations and this policy. 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.

Analytics Labs, LLC 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). Analytics 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. 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*).
3. We will establish documented safety protocols to protect workers.
4. Analytics 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.

Quality Control – Sanitation Standard Operating Procedure (SOP) **Facility**

Analytics Labs Testing facility (“the facility”) will be designed and constructed with Good Laboratory Practice (GLP), 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. The walls, ceiling and floors of all testing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. 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.
2. 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 lab testing.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or lab equipment.
5. 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 marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over testing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where marijuana products are tested, examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof

and/or protected with plastic covers. Analytics Labs will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.

7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. 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.
9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Analytics Labs will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the City of Holyoke municipal water supply and is sufficient for necessary operations. 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. Plumbing will properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
11. 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. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. 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 will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and don jump suits and disposable boot covers.
3. Training: All employees will be trained on GLP, pest prevention, pest management, pest detection, and pest treatments.
4. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
5. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. 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.
6. 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 tested, 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 test 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 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 and 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 Holyoke Board of Health.
 - b. Analytics Labs, LLC will voluntarily comply with any and all isolation and/or quarantine orders issued by the Holyoke Board of Health, the Commission or the Department of Public Health.
 - c. Analytics 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. Analytics 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. Analytics 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 testing 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

Analytics 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 Analytics Labs will manufacture. Once operational Analytics 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

Analytics Labs will provide training and training opportunities to all of its employees. In addition to required training, Analytics Labs will encourage advanced training to all employees in the areas of ISO 17025, Lab Safety, Good Lab Practices and HACCP.

1. All employees will be trained on basic lab safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. ISO 17025
 - c. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - d. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - e. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. Provide staff with at least bi-annual training on lab safety, Good Lab Practices and HACCP.
3. Monthly in-service training.
4. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide lab safety and HACCP training.
5. Observe staff to ensure they demonstrate quality control and lab safety knowledge each day in the workplace.
6. Document the content of all training sessions and attendance.
7. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

If Analytics labs received products that cannot be tested at our lab, the samples will be immediately returned to the Marijuana Establishment that provided the sample.

All lab testing performed by Analytics Labs will be done in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH.

Analytics Labs will not test environmental media (e.g., soils, solid growing media, and water).

Analytics Labs, LLC will attain and maintain accreditation to International Organization for Standardization (ISO) 17025 standards by a Perry Johnson Laboratory Accreditation, Inc., a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement.

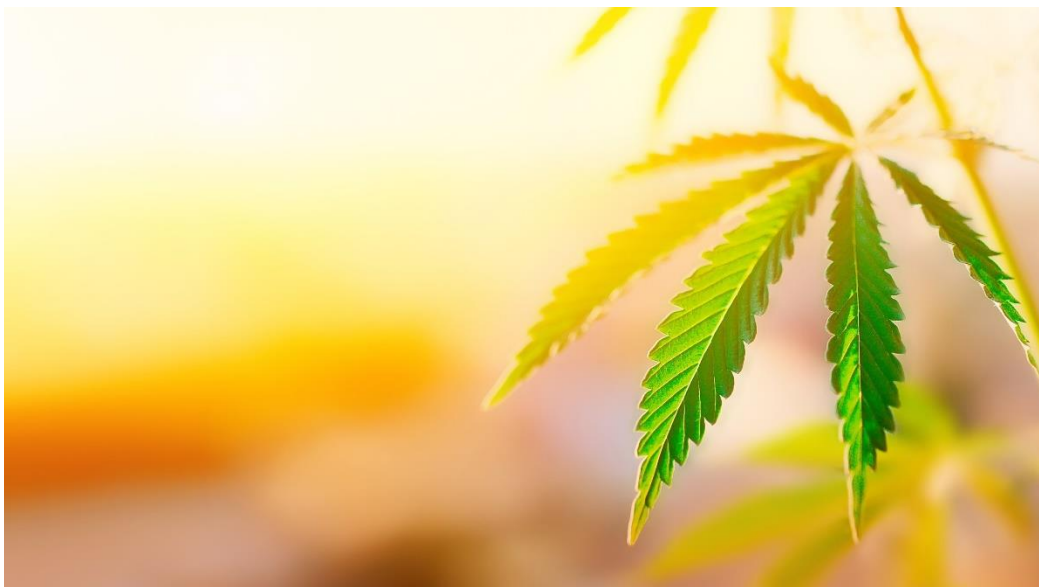
We will provide the following services to Licensed Marijuana Establishments;

1. Analytics Labs will pick up and transport testing samples to and from their Marijuana Establishments. This transportation will comply with Analytics Labs policies and procedures and 935 CMR 500.105(13) as applicable.
2. Provide testing of marijuana and marijuana products that includes:
 - a. Full Cannabinoid Profile
 - b. Contaminants as specified by the Commission including, but not limited to:
 - i. Mold
 - ii. Mildew
 - iii. Heavy metals
 - iv. Plant-Growth Regulators and Pesticides that are not approved for use on marijuana by the Massachusetts Department of Agricultural Resources
 - v. Bacteria
 - vi. Fungi
 - vii. Mycotoxins.
3. Analytics Labs will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
4. Dispose of any and all excess marijuana product samples used in testing in compliance with 935 CMR 500.105(12).

Analytics Labs will maintain the results of all testing for no less than one year. If a batch of marijuana fails testing, Analytics Labs will notify the Commission within 72 hours of these results. Analytics Labs will submit to the Commission upon their request, any information regarding the failed test.

ANALYTICS LABS, LLC

Quality Manual



THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY INFORMATION BELONGING TO *ANALYTICS LABS, LLC*. AND MAY NOT BE USED OR DISCLOSED EXCEPT IN ACCORDANCE WITH APPLICABLE AGREEMENTS. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT EXPRESS WRITTEN PERMISSION OF *ANALYTICS LABS, LLC*.

ANALYTICS LABS, LLC. – ALL RIGHTS RESERVED

ANALYTICS LABS, LLC.
28C APPLETON ST, SUITE 3, HOLYOKE, MA 01040 C

Quality Manual

Table of Contents

| SECTION | SUBJECT | PAGE |
|---------|---|------|
| | Table of Contents | 2 |
| | Revision History | 3 |
| | Quality Policy | 4 |
| | Quality Objectives | 5 |
| 1.0 | Scope | 6 |
| 1.5 | Excluded as not applicable to our scope | 7 |
| 2.0 | Reference Documents and Resources | 8 |
| 3.0 | Terms and Definitions | 9 |
| 4.0 | General Requirements | 10 |
| 4.1 | Impartiality | 11 |
| 4.2 | Confidentiality | 12 |
| 5.0 | Structural Requirements | |
| 6.0 | Resource Requirements | 13 |
| 6.1 | General | |
| 6.2 | Personnel | |
| 6.3 | Facilities and Environmental Conditions | |
| 6.4 | Equipment | |
| 6.5 | Metrological Traceability | 14 |
| 6.6 | Externally Provided Products and Services | |
| 7 | Process Requirements | |
| 7.1 | Review of Requests, Tenders and Contracts | 15 |
| 7.2 | Selection, verification and validation of methods | |
| 7.3 | Sampling | 16 |
| 7.4 | Handling of Test Items | |
| 7.5 | Technical Records | |
| 7.6 | Evaluation of Measurement Uncertainty | |
| 7.7 | Ensuring the Validity of Results | 17 |
| 7.8 | Reporting of Results | |
| 7.9 | Complaints | 19 |
| 7.10 | Nonconforming Work | |
| 7.11 | Control of Data and Information Management | 20 |
| 8 | Management System Requirements | 21 |
| 8.1 | General | |
| 8.2 | Management System Documentation | |
| 8.3 | Control of Management System Documents | |
| 8.4 | Control of Records | |
| 8.5 | Actions to Address Risks and Opportunities | 22 |
| 8.6 | Improvement | |
| 8.7 | Corrective Action | |
| 8.8 | Internal Audits | 23 |
| 8.9 | Management Review | |
| | Appendix A – Org Chart | 24 |

* This index is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual where changes to other stand-alone documents contained herein necessitate page numbering changes.

REVISION HISTORY

| REV | DATE | INITIAL | REASON |
|-----|-----------|---------|----------|
| 0 | 7/xx/2019 | . | RELEASED |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Analytics Labs, LLC

QUALITY POLICY

Analytics Labs, LLC is committed to ensuring that all personnel involved with laboratory activities remain impartial; are customer focused; and are aware of all relevant policies and procedures.

Management is committed to firm adherence to the requirements of ISO 17025 and any applicable policies by our accrediting body, as well as to the continual improvement of our management system.

xxxxxxx,
Title

July xx 2019

Analytics Labs, LLC Quality Policy Rev.7/xx/2019

This is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual. While a page in this manual, this document is controlled by date. Should this document be removed for display or other use outside of this manual, it is only controlled where the word "controlled" appears in red on the document.

Analytics Labs, LLC

QUALITY OBJECTIVES

The Analytics Labs, LLC will strive to:

- ***Improve the proficiency of all testing personnel***
- ***Maintain 100% customer satisfaction for all testing performed***

xxxx,

July xx, 2019

Analytic Labs, LLC Quality Objectives Rev. 7/xx/2019

This is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual. While a page in this manual, this document is controlled by date. Should this document be removed for display or other use outside of this manual, it is only controlled where the word "controlled" appears in red on the document.

Analytics Labs, LLC

1.0 Scope

The scope of the Analytics Labs, LLC is to provide commercial testing as described below:

| Test | Test Method(s) |
|---------------------------------------|-----------------------|
| <i>Chemical</i> | |
| Cannabinoid Profile – HPLC | |
| Moisture Content – Loss on Drying | |
| Pesticide Analysis – LC/MS (QuEChERS) | |
| Potency – HPLC | |
| Residual Solvents – GC/MS | |
| Terpenes by GC/FID | |
| | |
| <i>Biological</i> | |
| Escherichia coli | |
| Salmonella | |
| Yeast and Mold | |
| | |

Analytics Labs, LLC Scope Rev 0, 7/2019

This is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual. While a page in this manual, this document is controlled by date. Should this document be removed for display or other use outside of this manual, it is only controlled where the word "controlled" appears in red on the document.

Not applicable to the Scope of the *Analytics Labs, LLC's* management system:

- **Calibration** is not performed at the *Analytics Labs, LLC*
- **Estimating of uncertainty of measurement (7.6)** as it pertains to calibration does not apply.
- **Opinions and interpretations (7.8.7)** are not applicable to the testing methods performed at *Analytics Labs, LLC*

2 Reference Documents and Resources

ISO STANDARDS:

- 2.1 ISO 9000, Quality management systems -- Fundamentals and vocabulary
- 2.2 ISO 9001, Quality management systems - Requirements
- 2.3 ANSI/ISO/IEC 17025 - General requirements for the competence of testing and testing laboratories
- 2.4 ISO 19011, Guidelines for auditing management systems
- 2.5 ISO 21748, Guidance for the use of repeatability, reproducibility and trueness estimates in measurement uncertainty evaluation
- 2.6 ISO 31000, Risk management — Guidelines
- 2.7 ISO 3534-1, Statistics -- Vocabulary and symbols
- 2.8 ISO Guide 33, Reference materials — Good practice in using reference materials
- 2.9 ISO Guide 80, Guidance for the in-house preparation of quality control materials

ADDITIONAL GUIDANCE DOCUMENTS:

- 2.10 Commonwealth of Massachusetts, Cannabis Control Commission - Guidance on Cannabis Waste Management Requirements

PJLA POLICIES

- 2.11 PL1- Proficiency Testing Requirements for Applicant and Accredited Laboratories
- 2.12 PL2 - Policy on Measurement Traceability
- 2.13 PL3 - Policy on Measurement Uncertainty for Calibration and Testing Laboratories
- 2.14 SOP3- Use of the Accreditation Symbol Procedure

LINKS

- 2.15 IEC Electropedia: Online Electrotechnical Vocabulary <http://www.electropedia.org/>
- 2.16 ISO Online Browsing Platform (OBP) <https://www.iso.org/obp/ui>
- 2.17 EEE-RM-062rev3 – Guide to use of reference materials:
<https://www.eurachem.org/images/stories/Guides/pdf/EEE-RM-062rev3.pdf>
- 2.18 BIPM SI Brochure: The International System of Units (SI)
<http://www.bipm.org/en/publications/si-brochure/>
- 2.19 Mass.Gov: Medical Use of Marijuana Program product testing
<https://www.mass.gov/info-details/medical-use-of-marijuana-program-product-testing>

3 Terms and Definitions

For the purposes of this document the relevant terms and definitions given in ISO 9000 apply. General definitions related to quality are as per ISO 9001; definitions relating to testing are as per ISO/IEC 17025. Where different definitions are given by ISO 9001 and ISO/IEC 17025, the ISO/IEC 17025 definitions will be given preference.

- 3.1 **Bias** - The difference between the expectation of the test results and an accepted reference value.
- 3.2 **Cannabis testing** - The scientific process of measuring different chemicals and compounds in the product (can include cannabinoids, terpenes, contaminants, pesticides, mold and residual solvents).
- 3.3 **Uncertainty (of Measurement)** - Parameter, associated with the result of a measurement, that characterizes the dispersion of the values that could reasonably be attributed to the measurand.
- 3.4 **Impartiality** - Presence of objectivity. Where Personnel are free from any commercial, financial and other pressures which might affect their judgement.
- 3.5 **Limits of permissible error** (of a measuring instrument) - The extreme values of an error permitted by specifications, regulation, etc. for a given testing instrument.
- 3.6 **Interlaboratory** - Involving cooperation between laboratories.
- 3.7 **Intralaboratory** - Within a single laboratory
- 3.8 **Objectivity** - Assuring conflicts of interest do not exist, or are resolved so as to not adversely influence subsequent activities of the laboratory.
- 3.9 **Proficiency testing (PT) / Inter-Laboratory Comparison (ILC)** - Methods for determining the performance of individual laboratories for specific tests or measurements, used, as well, to monitor a laboratories' continuing performance.
- 3.10 **Repeatability** - Precision under repeatability conditions, i.e. conditions where independent test results are obtained with the same method on identical test items in the same laboratory by the same operator using the same equipment within short intervals of time.
- 3.11 **Repeatability Standard Deviation** - The standard deviation of test results obtained under repeatability conditions.
- 3.12 **Reproducibility** - Precision under reproducibility conditions, i.e. conditions where test results are obtained with the same method on identical test items in different laboratories with different operators using different equipment.
- 3.13 **Testing** - The set of operations, which establish, under specified conditions, the relationship between values indicated by a measuring instrument or measuring system, and the corresponding standard or known values derived from the standard.
- 3.14 **Testing certificate or report** - Document that presents testing results and other information relevant to a test.
- 3.15 **Testing Method** - Defined technical procedure for performing a test or verification.
- 3.16 **Testing laboratory** - A body that performs tests and verifications.

This is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual. While a page in this manual, this document is controlled by date. Should this document be removed for display or other use outside of this manual, it is only controlled where the word "controlled" appears in red on the document.

4 General requirements

4.1 Impartiality (Policies & Procedures)

Analytics Labs, LLC assures all laboratory activities are undertaken impartially and are structured and managed accordingly. This is accomplished, in part, by clearly outlining the context of our laboratory activities; those parties that have an interest in the operation of our laboratory; their respective risk/opportunity bias; and by identifying any process risks to our impartiality or our proficiency as an organization, and related mitigation actions to address such risk

To underscore our commitment to impartiality and service to the client, all personnel involved with laboratory activities has signed (as appropriate), and agreed to, the terms of our Testing Integrity Agreement (TIA), Code of Ethics (COE) and Confidentiality Agreement (CA) in accordance with **ALPRO 4.1, Policies & Procedures** (per ISO 17025:2017 Sec 4.1.1, 4.1.2),

Analytics Labs, LLC, as underscored in our laboratory Policies & Procedures (**ALPRO 4.1**), will not allow commercial, financial or other pressures to compromise the impartiality of our technicians and laboratory results. Our laboratory has identified potential risks to its impartiality using a COTO Log/FMEA and continues to monitor such potential risk in an on-going basis. Such risks include those that may arise from its activities, or from its relationships, or from the relationships of its personnel. If a risk to impartiality is identified, the laboratory will capture the risk in the Risk Register of the COTO Log and underscore any actions taken to mitigate said risk (per ISO 17025:2017 Sec 4.1.3-4.1.5. See **ALPRO 4.1, Policies & Procedures** and **ALPRO 8.5, Risk & Opportunity Management**).

4.2 Confidentiality

Analytics Labs, LLC is responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of laboratory activities. All laboratory personnel have signed a Confidentiality Agreement to underscore our commitment to protecting customer proprietary information. The laboratory will inform the customer in advance, of the information it intends to place in the public domain. Except for information that the customer makes publicly available, or when agreed between the laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and will be regarded as confidential (see **ALPRO 4.1, Policies & Procedures**).

When the laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned will, unless prohibited by law, be notified of the information provided.

Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) will be confidential between the customer and the laboratory. The provider (source) of this information will be confidential to the laboratory and will not be shared with the customer, unless agreed by the source.

Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, will keep confidential all information obtained or created during the performance of laboratory activities, except as required by law (per ISO 17025:2017 Sec. 4.2.1- 4.2.4 – see **ALPRO 4.1, Service to the Client, ALPRO 4.1, Policies & Procedures, ALPRO 7.7, Ensuring the Validity of Results, ALPRO 7.8, Reporting Test Results, ALPRO 7.9, Complaints**, etc.).

5 Structural requirements

Analytics Labs, LLC is an independently operated testing laboratory incorporated in the Commonwealth of Massachusetts and operates under the guidelines of the Commonwealth of Massachusetts Cannabis Control Commission (CCC).

The laboratory has identified management that with overall responsibility for laboratory activities as well as the lab's organizational structure using an Org Chart.

Analytics Labs, LLC has defined and documented the range of laboratory activities within our scope of accreditation. The laboratory only claims conformity with the ISO 17025 standard for those activities within our scope (per ISO 17025:2017 Sec. 5.1-5.3)

Analytics Labs, LLC assures that laboratory activities will be carried out in such a way as to meet the requirements of ISO 17025 and applicable accreditation body requirements and our customers and any applicable regulatory authority requirements.

The laboratory has defined the organization and management structure of the laboratory, its place in any parent organization, and the relationships between management, technical operations and support services; specified the responsibility, authority and interrelationship of all personnel who manage, perform or verify work affecting the results of laboratory activities; documented its procedures to the extent necessary to ensure the consistent application of its laboratory activities and the validity of the results (per ISO 17025:2017 Sec. 5.4, 5.5 – See ***ALPRO 5.0, Management System, ALPRO 7.4, Test Methods and our Organizational Chart***).

The laboratory has personnel who, irrespective of other responsibilities, have the authority and resources needed to carry out their duties, including implementation, maintenance and improvement of the management system; identification of deviations from the management system or from the procedures for performing laboratory activities; initiation of actions to prevent or minimize such deviations; reporting to laboratory management on the performance of the management system and any need for improvement; ensuring the effectiveness of laboratory activities (per ISO 17025:2017 Sec. 5.6).

Laboratory management ensures that communication takes place regarding the effectiveness of the management system and the importance of meeting customers' and other requirements; the integrity of the management system is maintained when changes to the management system are planned and implemented (per ISO 17025:2017 Sec. 5.7 - See ***ALPRO 5.0, Management System***).

6 Resource requirements

6.1 General

Analytics Labs, LLC makes available the personnel, facilities, equipment, systems and support services necessary to manage and perform its laboratory activities per ISO 17025:2017 Sec. 6.1 - See **ALPRO 5.0, Management System**).

6.2 Personnel

Management of the laboratory ensures that **all** personnel that could influence the laboratory activities will act impartially, be competent and work in accordance with the laboratory's management system. The laboratory has documented the competency requirements for each function influencing the results of laboratory activities, including requirements for qualification, training, technical knowledge, skills, etc. The management of the laboratory communicates to personnel their duties, responsibilities and authorities by way of detailed procedures/work instructions that underscore related process responsibilities, job descriptions and by way of an organizational chart (per ISO 17025:2017 Sec. 6.2.1 - 6.2.5, see **ALPRO 6.2, Competency Requirements for Personnel; ALPRO 5.0, Management System**).

6.3 Facilities and environmental conditions

Analytics Labs LLC assures the facilities and environmental conditions are suitable for laboratory activities and cannot adversely affect the validity of results. The requirements for facilities and environmental conditions necessary for the performance of the laboratory activities are documented, and the laboratory monitors, controls and records environmental conditions in accordance with relevant specifications, methods or procedures or where they influence the validity of the results (per ISO 17025:2017 Sec. 6.3.1-6.3.3, see **ALPRO 6.3, Facilities & Environmental Conditions**).

Measures to control facilities are implemented, monitored and periodically reviewed and include, but are not be limited to: access to and use of areas affecting laboratory activities; prevention of contamination, interference or adverse influences on laboratory activities; effective separation between any areas with incompatible laboratory activities (per ISO 17025:2017 Sec. 6.3.4, see **ALPRO 6.3, Facilities & Environmental Conditions**).

The laboratory does not perform laboratory activities at sites or facilities outside its permanent control (per ISO 17025:2017 Sec. 6.3.5).

6.4 Equipment

Analytics Labs, LLC maintains equipment (including, but not limited to, measuring instruments, software, measurement standards, reference materials, etc.) needed to assure the laboratory can meet intended results. The laboratory has a procedure for handling, transport, storage, use and planned maintenance of equipment. The laboratory verifies that equipment conforms to specified requirements before being placed (or returned) into service. Any equipment used for measurement will be capable of achieving the measurement accuracy required to provide a valid result To ensure this, the laboratory has established a calibration program, that is reviewed and adjusted as necessary in order to maintain confidence in the status of calibration. All equipment used to measure is calibrated to assure accuracy and to provide metrological traceability (per ISO 17025:2017 Sec. 6.4.1-6.4.8, see **ALPRO 6.5, Measurement Traceability**).

The laboratory performs intermediate checks as necessary to maintain confidence in the performance of the equipment. Any equipment that gives questionable results, or has been shown to be defective or outside specified requirements, is taken out of service (per ISO 17025:2017 Sec. 6.4.9-6.4.10, see **ALPRO 6.4, Equipment**).

When calibration and reference material data include reference values or correction factors, the laboratory ensures the reference values and correction factors are updated and implemented, as appropriate, to meet specified requirements.

The laboratory takes practicable measures to prevent unintended adjustments of equipment that may invalidate results. Records of all equipment and its related maintenance and calibration are maintained (per ISO 17025:2017 Sec. 6.4.11-6.4.13, see **ALPRO 6.4, Equipment**).

6.5 Metrological traceability

Analytics Labs, LLC has established and maintains metrological traceability of its measurement results by means of a documented unbroken chain measurement results traceable to the International System of Units (SI) through calibration provided by a competent laboratory; or certified values of certified reference materials provided by a competent producer with stated metrological traceability to the SI; or via direct realization of the SI units ensured by comparison, directly or indirectly, with national or international standards.

When metrological traceability to the SI units is not technically possible, The laboratory demonstrates metrological traceability to an appropriate reference, e.g.: certified values of certified reference materials provided by a competent producer; results of reference measurement procedures, specified methods or consensus standards that are clearly described and accepted as providing measurement results fit for their intended use and ensured by suitable comparison. per ISO 17025:2017 Sec. 6.5.1-6.5.3, see **ALPRO 6.5, Measurement Traceability**).

6.6 Externally provided products and services

6.6.1 The laboratory ensures that only suitable externally provided products and services that affect laboratory activities are used, when such products and services are intended for incorporation into the laboratory's own activities; are provided, in part or in full, directly to the customer by the laboratory, as received from the external provider; are used to support the operation of the laboratory.

Analytics Lab, LLC has a procedure that describes the process of reviewing and approving the laboratory's requirements for externally provided products and services; defining the criteria for evaluation, selection, monitoring of performance and re-evaluation of the external providers; and ensuring that externally provided products and services conform to the laboratory's established requirements before they are used or directly provided to the customer. The procedure also outlines policies and requirements to be communicated to external providers. (per ISO 17025:2017 Sec. 6.6.1-6.6.3, see **ALPRO 6.6, Purchasing**)

7 Process requirements

7.1 Review of requests, tenders and contracts

Analytics Lab, LLC has a procedure for the review of requests, tenders and contracts. The procedure will ensure that the requirements are adequately defined, documented and understood, and that the laboratory has the capability and resources to meet the requirements

The laboratory assures the appropriate methods or procedures selected are capable of meeting the customers' requirements and will inform the customer when the method requested by the customer is considered to be inappropriate or out of date (per ISO 17025:2017 Sec. 7.1.1/7.1.2, see **ALPRO 7.1, Review of Requirements**)

Where the customer requests a statement of conformity to a specification or standard for the test (e.g. pass/fail, in-tolerance/out-of-tolerance), the specification or standard and the decision rule will be clearly defined. Unless inherent in the requested specification or standard, the decision rule selected will be communicated to, and agreed with, the customer (per ISO 17025:2017 Sec. 7.1.3, see **ALPRO 7.2, Test Methods, ALPRO 7.7, Ensuring the Validity of Results, ALPRO 7.8, Reporting Test Results**).

Any differences between the request or tender and the contract are resolved before laboratory activities commence. The laboratory works to assure each contract is acceptable both to the laboratory and the customer. Attention is paid to assuring any deviations requested by the customer will not impact the integrity of the laboratory or the validity of the results. Where any deviations from the contract will occur, the customer will be informed. If a contract is amended after work has commenced, the contract review process is repeated and any amendments are communicated to all affected personnel. The laboratory diligently cooperates with customers (or their representatives) in clarifying customer requests and in monitoring the laboratory's performance in relation to the work performed. Records of reviews, including any significant changes or pertinent discussions with the customer relating to their requirements or the results of laboratory activities are retained (per ISO 17025:2017 Sec. 7.1.4-7.1.8, see **ALPRO 7.1, Review of Requirements**)

7.2 Selection, verification and validation of methods

7.2.1 Selection and verification of methods

Analytics Lab, LLC uses appropriate methods and procedures for all laboratory activities and assures such methods and supporting documentation (instructions, standards, manuals, etc.) are kept up-to-date and are readily available to personnel as needed. The laboratory ensures that it uses the latest valid version of a method unless it is not appropriate or possible to do so.

When the customer does not specify the method to be used, the laboratory will select an appropriate method and inform the customer of the method chosen. The laboratory will verify that it can properly perform methods before introducing them by ensuring that it can achieve the required performance. In such cases, records of the verification are retained.

When method development is required, this is a planned activity assigned to competent personnel equipped with adequate resources. The laboratory assures that any deviation from methods used for any laboratory activities will occur only if it has been documented, technically justified, authorized, and accepted by the customer (per ISO 17025:2017 Sec. 7.2.1.1 – 7.2.1.7, see **ALPRO 7.2, Test Methods**)

7.2.2 Validation of methods

Analytics Labs, LLC will validate non-standard methods, laboratory-developed methods and standard methods used outside their intended scope or otherwise modified. The validation will be as extensive as is appropriate to meet the needs of the given application or field of application.

When changes are made to a validated method, the influence of such changes will be determined and where they are found to affect the original validation, a new method validation will be performed. The performance characteristics of validated methods, as assessed for the intended use, will be relevant to the customers' needs and consistent with specified requirements. The laboratory will retain validation records (per ISO 17025:2017 Sec. 7.2.21-7.2.2.4, see **ALPRO 7.2, Test Methods**)

7.3 Sampling

Analytics Labs, LLC uses a sampling plan and appropriate methods when it carries out sampling test specimens. The sampling method will address the factors to be controlled to ensure the validity of subsequent testing results. Sampling plans will, whenever reasonable, be based on appropriate statistical methods (per ISO 17025:2017 Sec. 7.3.1/7.3.2, see **ALPRO 7.3, Sampling**)

7.4 Handling of test items

Analytics Labs, LLC has a procedure for the transportation, receipt, handling, protection, storage, retention, and disposal or return of test items, including all provisions necessary to protect the integrity of the test item, and to protect the interests of the laboratory and the customer. Precautions are taken to avoid deterioration, contamination, loss or damage to the item during handling, transporting, storing/waiting, and preparation for testing. The laboratory has a system for the unambiguous identification of test items to assure identification is retained while the item is under the responsibility of the laboratory in order to ensure that items will not be confused physically or when referred to in records. As appropriate, environmental considerations will be addressed (per ISO 17025:2017 Sec. 7.4.1-7.4.4, see **ALPRO 7.4, Handling of Test Items**)

7.5 Technical records

Analytics Labs, LLC ensures that technical records for each laboratory activity contains the results, report and sufficient information to enable (as practicable), the repetition of the laboratory activity under conditions as close as possible to the original. Original observations, data and calculations, individuals involved, environmental factors, etc. relating to all tests is maintained. Where amendments to technical records are made, they can be tracked to previous versions or to original observations (per ISO 17025:2017 Sec. 7.5.1, see **ALPRO 7.8, Reporting Test Results, ALPRO 8.4, Control of Records**)

7.6 Evaluation of measurement uncertainty

Analytics Labs, LLC has identified the contributions of measurement uncertainty. When evaluating measurement uncertainty, all contributions that are of significance, including those arising from sampling, are taken into account using appropriate methods of analysis

The laboratory will, as appropriate to the testing performed, evaluate measurement uncertainty. Where the test method precludes rigorous evaluation of measurement uncertainty, an estimation will be made based on an understanding of the theoretical principles or practical experience of the performance of the method (per ISO 17025:2017 Sec. 7.6.1 and 7.6.3, see **ALPRO 7.6, Evaluation of**

Measurement Uncertainty).

7.7 Ensuring the validity of results

Analytics Labs, LLC has a procedure for monitoring the validity of results. The resulting data is recorded in such a way that trends are detectable and, as practicable, statistical techniques are applied to review the results. This monitoring is planned and reviewed and includes, where appropriate: a) use of reference materials or quality control materials; b) use of alternative instrumentation that has been calibrated to provide traceable results; c) functional check(s) of measuring and testing equipment; d) use of check or working standards with control charts, where applicable; e) intermediate checks on measuring equipment; f) replicate tests using the same or different methods; g) retesting of retained items; h) correlation of results for different characteristics of an item; i) review of reported results; j) intralaboratory comparisons; k) testing of blind sample(s) (per ISO 17025:2017 Sec. 7.7.1- ***ALPRO 7.7, Ensuring the Validity of Results***)

The laboratory will monitor its performance by comparison with results of other laboratories, where available and appropriate. This monitoring will be planned and reviewed and will include, but not be limited to participation in proficiency testing and/or participation in interlaboratory comparisons. Data from monitoring activities will be analyzed, used to control and, if applicable, improve the laboratory's activities. If the results of the analysis of data from monitoring activities are found to be outside pre-defined criteria, appropriate action will be taken to prevent incorrect results from being reported (per ISO 17025:2017 Sec. 7.7.2/7.7.3, see ***ALPRO 7.7-1, PT-ILC Program***).

7.8 Reporting of results

7.8.1 General

Analytics Labs, LLC reviews and authorizes all test results before release. These test results are provided accurately, clearly, unambiguously and objectively in a test report. Reports, where agreed by the customer, may be presented in a simplified way. Any information pertaining to tests, whether or not they are included in a test report, will be retained as a record and will be made available, as appropriate, to the customer (as per ISO 17025:2017 Sec. 7.8.1.1-7.8.1.3, see ***ALPRO 7.8, Reporting Test Results***).

7.8.2 Common requirements for reports

Each report includes, at a minimum, the following information (unless the laboratory has valid reasons for not doing so): a) a title (e.g. "Test Report"); b) the name and address of the laboratory; c) the location of performance of the laboratory activities; d) unique identification that all its components are recognized as a portion of a complete report and a clear identification of the end; e) the name and contact information of the customer; f) identification of the method used; g) a description, unambiguous identification, and, when necessary, the condition of the item; h) the date of receipt of the test item(s), and the date of sampling, where this is critical to the validity and application of the results; i) the date(s) of performance of the laboratory activity; j) the date of issue of the report; k) reference to the sampling plan and sampling method used by the laboratory or other bodies where these are relevant to the validity or application of the results; l) a statement to the effect that the results relate only to the items tested, calibrated or sampled; m) the results with, where appropriate, the units of measurement; n) additions to, deviations, or exclusions from the method; o) identification of the person(s) authorizing the report; p) clear identification when results are from external providers.

Analytics Labs, LLC assumes responsibility for all the information provided in the report (except when information is provided by the customer, in which case the data will be clearly identified). Where information is supplied by the customer and can affect the validity of results, a disclaimer will be put on the report. Where the laboratory has not been responsible for the sampling stage (e.g. the sample has been provided by the customer), it will state in the report that the results apply to the sample as received (as per ISO 17025:2017 Sec. 7.8.2.1, 7.8.2.2, see **ALPRO 7.8, Reporting Test Results**).

7.8.3 Specific requirements for test reports

In addition to the requirements listed in [7.8.2](#), test reports **Analytics Labs, LLC** will, where necessary for the interpretation of the test results, include the following: a) information on specific test conditions, such as environmental conditions; b) where relevant, a statement of conformity with requirements or specifications (see [7.8.6](#)); c) where applicable, the measurement uncertainty. Where the laboratory is responsible for the sampling activity, test reports will meet the requirements listed in [7.8.5](#) where necessary for the interpretation of test results (as per ISO 17025:2017 Sec. 7.8.3.1, 7.8.3.2, see **ALPRO 7.6, Evaluation of Measurement Uncertainty; ALPRO 7.8, Reporting Test Results**).

7.8.5 Reporting sampling – specific requirements

Where **Analytics Labs, LLC** is responsible for the sampling activity, in addition to the requirements listed in [7.8.2](#), reports will include the following, where necessary for the interpretation of results: a) the date of sampling; b) unique identification of the item or material sampled (including the name of the manufacturer, the model or type of designation and serial numbers, as appropriate); c) the location of sampling, including any diagrams, sketches or photographs; d) a reference to the sampling plan and sampling method; e) details of any environmental conditions during sampling that affect the interpretation of the results; f) information required to evaluate measurement uncertainty for subsequent testing. . (per ISO 17025:2017 Sec. 7.8.5, **ALPRO 7.8, Reporting Test Results**)

7.8.6 Reporting statements of conformity

When a statement of conformity to a specification or standard is provided, the laboratory will document the decision rule employed, taking into account the level of risk (such as false accept and false reject and statistical assumptions) associated with the decision rule employed, and apply the decision rule.

The laboratory will report on the statement of conformity, such that the statement clearly identifies: a) to which results the statement of conformity applies; b) which specifications, standards or parts thereof are met or not met; c) the decision rule applied, if it is not inherent in the requested specification or standard (per ISO 17025:2017 Sec. 7.8.6.1–7.8.6.2 –**ALPRO 7.8, Reporting Test Results**).

7.8.7 Reporting opinions and interpretations

Whereas interpretations and opinions related to results generally do not apply at **Analytics Labs, LLC**, if and when it should become necessary to offer opinions and interpretations, the laboratory ensures that only personnel authorized for the expression of opinions and interpretations release the respective statement. The laboratory will document the basis upon which the opinions and interpretations have been made. Any opinions and interpretations expressed in reports will be based on the results obtained from the tested item and will be clearly identified as such. Where

opinions and interpretations are directly communicated by dialogue with the customer, a record of the dialogue will be retained (*per ISO 17025:2017 Sec. 7.8.7.1–7.8.7.3, see ALPRO 7.8, Reporting Test Results*).

7.8.8 Amendments to reports

When an issued report needs to be changed, amended or re-issued, any change of information will be clearly identified and, where appropriate, the reason for the change included in the report. Amendments to a report after issue will be made only in the form of a further document, or data transfer, which includes the statement “Amendment to Report, serial number... [or as otherwise identified]”, or an equivalent form of wording. Such amendments will meet all the requirements of this document.

When it is necessary to issue a completely new report, this will be uniquely identified and will contain a reference to the original that it replaces. (*per ISO 17025:2017 Sec. 7.8.8.1–7.8.8.3, see ALPRO 7.8, Reporting Test Results*)

7.9 Complaints

Analytics Labs, LLC has a documented process to receive, evaluate and make decisions on complaints. A description of the handling process for complaints is available to any interested party on request. Upon receipt of a complaint, the laboratory confirms whether the complaint relates to laboratory activities that it is responsible for and, if so, will deal with it accordingly. The laboratory is responsible for all decisions at all levels of the handling process for complaints.

The process for handling complaints includes at least the following elements and methods: a) description of the process for receiving, validating, investigating the complaint, and deciding what actions are to be taken in response to it; b) tracking and recording complaints, including actions undertaken to resolve them; c) ensuring that any appropriate action is taken.

The laboratory is responsible for gathering and verifying all necessary information to validate any complaints. Whenever possible, the laboratory will acknowledge receipt of the complaint, and provide the complainant with progress reports and the outcome. The outcomes to be communicated to the complainant will be made by, or reviewed and approved by, individual(s) not involved in the original laboratory activities in question.

Whenever possible, the laboratory will give formal notice of the end of the complaint handling to the complainant (*per ISO 17025:2017 Sec. 7.9.1–7.9.7, ALPRO 7.9, Complaints*).

7.10 Nonconforming work

Analytics Labs, LLC has a procedure when any aspect of its laboratory activities or results of this work do not conform to its own procedures or the agreed requirements of the customer (e.g. equipment or environmental conditions are out of specified limits, results of monitoring fail to meet specified criteria). The procedure ensures that: a) the responsibilities and authorities for the management of nonconforming work are defined; b) actions (including halting or repeating of work and withholding of reports, as necessary) are based upon the risk levels established by the laboratory; c) an evaluation is made of the significance of the nonconforming work, including an impact analysis on previous results; d) a decision is taken on the acceptability of the nonconforming work; e) where necessary, the customer is notified and work is recalled; f) the responsibility for authorizing the resumption of work is defined.

The laboratory will retain records of nonconforming work and actions as specified above. Where

the evaluation indicates that the nonconforming work could recur, or that there is doubt about the conformity of the laboratory's operations with its own management system, the laboratory will implement corrective action (*per ISO 17025:2017 Sec. 7.10.1–7.10.3, **ALPRO 7.10, Control of Nonconforming Work***)

7.11 Control of data and information management

Analytics Labs, LLC assures the availability of data and information needed to perform laboratory activities. The laboratory information management system(s) used for the collection, processing, recording, reporting, storage or retrieval of data will be validated for functionality, including the proper functioning of interfaces within the laboratory information management system(s) by the laboratory before introduction. Whenever there are any changes, including laboratory software configuration or modifications to commercial off-the-shelf software, they will be authorized, documented and validated before implementation.

The laboratory information management system is: a) protected from unauthorized access; b) safeguarded against tampering and loss; c) operated in an environment that complies with provider or laboratory specifications or, in the case of non-computerized systems, provides conditions which safeguard the accuracy of manual recording and transcription; d) maintained in a manner that ensures the integrity of the data and information; and e) includes recording system failures and any (corrective) actions taken.

Where the laboratory information management system is managed and maintained off-site or through an external provider, the laboratory will ensure that the provider or operator of the system complies with all applicable requirements of this document.

Analytics Labs, LLC ensures that any instructions, manuals and reference data relevant to the laboratory information management system are made readily available to personnel.

Calculations and data transfers will be checked in an appropriate and systematic manner. (*per ISO 17025:2017 Sec. 7.11.1–7.11.6, see **ALPRO 8.4, Control of Records***)

8 Management system requirements

8.1 General

Analytics Labs, LLC has established, documented, implemented and maintains a management system that is capable of supporting and demonstrating the consistent achievement of the requirements of this document and assuring the quality of the laboratory results. In addition to meeting the requirements of Clauses 4 to 7, the laboratory has implemented and maintains a management system in accordance with ISO 17025:2017 Sec. 8.1.2 Option A, which addresses, as a minimum: management system documentation (see 8.2); control of management system documents (see 8.3); control of records (see 8.4); actions to address risks and opportunities (see 8.5); improvement (see 8.6); corrective actions (see 8.7); internal audits (see 8.8) and management reviews (see 8.9).

8.2 Management system documentation

Analytics Labs, LLC has established, documented, and maintains policies and objectives for the fulfilment of the purposes of this document and will ensure that the policies and objectives are acknowledged and implemented at all levels of the laboratory organization. The policies and objectives address the competence, impartiality and consistent operation of the laboratory (see *QM Sec. 4.2, ALPRO 4.2, Policies & Procedures*).

Laboratory management provides evidence of commitment to the development and implementation of the management system and to continually improving its effectiveness (see *QM Sec. 8.6 and 8.9*).

All documentation, processes, systems, records, related to the fulfilment of the requirements of the ISO 17025 standard and any needed certification body requirements are included in, referenced from, or linked to the management system.

All personnel involved in laboratory activities will have access to the parts of the management system documentation and related information that are applicable to their responsibilities. (*per ISO 17025:2017 Sec. 8.2.1-8.2.5, see ALPRO 8.2, Management System; ALPRO 8.3, Control of Documents*).

8.3 Control of management system documents

Analytics Labs, LLC controls both internal and external documents that relate to the operations of our laboratory. Documents are uniquely identified and are approved for adequacy prior to issue by authorized personnel, and are periodically reviewed, and updated as necessary. Changes and the current revision status of documents are clearly identified. Relevant versions of applicable documents are available at points of use and, where necessary, their distribution is controlled. If documents that are obsolete or otherwise retained for reference, suitable identification is applied to indicate their status (*per ISO 17025:2017 Sec. 8.3.1-8.3.2, see ALPRO 8.3, Control of Documents*).

8.4 Control of records

Analytics Labs, LLC has established needed records to demonstrate compliance with ISO 17025 and customer requirements. The laboratory has implemented the controls needed for the identification, storage, protection, back-up, archive, retrieval, retention time, and disposal of records. The laboratory retains records for a period consistent with its contractual obligations. Access to these records are consistent with the confidentiality commitments, and records will be

readily available (per *ISO 17025:2017 Sec. 8.4.1-8.4.2*, see **ALPRO 8.4, Control of Records**).

8.5 Actions to address risks and opportunities

Analytics Labs, LLC has considered the risks and opportunities associated with the laboratory activities in order to: a) give assurance that the management system achieves its intended results; b) enhance opportunities to achieve the purpose and objectives of the laboratory; c) prevent, or reduce, undesired impacts and potential failures in the laboratory activities; d) achieve improvement.

The laboratory employs a COTO Log/FMEA to outline interested parties, risks and opportunities and actions to address risks and opportunities. When risks are identified, they are documented and based on probability of occurrence and consequence, proportional mitigating actions are planned.

Actions taken to address risks and opportunities will be proportional to the potential impact on the validity of laboratory results. The effectiveness of any actions taken to address risk or opportunities are evaluated at least annually, at Management Review (per *ISO 17025:2017 Sec. 8.5.1-8.5.3*, see **ALPRO 8.5, Risk & Opportunity Management; ALPRO 8.9, Management Review**).

8.6 Improvement

Analytics Labs, LLC identifies and selects opportunities for improvement, as appropriate, and implements any necessary actions accordingly.

The laboratory seeks feedback, both positive and negative, from its customers. The feedback is analyzed and used to improve the management system, laboratory activities and customer service (per *ISO 17025:2017 Sec. 8.6.1, 8.6.2*, see **ALPRO 8.6, Improvement**).

8.7 Corrective actions

When a nonconformity occurs, **Analytics Labs, LLC** takes appropriate action proportional to the risk and impact on the laboratory, customers or other interested parties.

As applicable, the laboratory will take action to control and correct the nonconformity and any related consequences. The laboratory records all nonconformities and documents any/all actions taken related to nonconformities.

Where nonconformities occur, consideration should be given to updating the Risk Register of the COTO Log to add the issue, change related probability factors and/or consequences and indicate any required mitigation(s).

Where corrective action is warranted, a Corrective Action Request (CAR) may be initiated. The methodology for addressing nonconformities using the Corrective Action Request form include: a) identification of the nonconformity; b) containment actions (if any); c) root cause analysis; d) action taken to prevent recurrence of the nonconformity and; e) evaluation of the effectiveness of the action taken. Once it is determined the action taken was effective, the CAR may be closed out.

As deemed appropriate (especially where root cause analysis will not add value), the nonconformity may be managed solely using the Risk Register of the COTO Log/FMEA (per *ISO 17025:2017 Sec. 8.7.1-8.7.3*, see **ALPRO 8.5, Risk & Opportunity Management; ALPRO 8.7, Corrective Action**).

8.8 Internal audits

Analytics Labs, LLC has a documented procedure that describes how we conduct internal audits at planned intervals to provide information on whether the management system conforms to the laboratory's own requirements for its management system (including laboratory activities) and the requirements of the ISO 17025 standard, and ensure the management system is effectively implemented and maintained.

The laboratory has planned, established, implemented and maintains an audit program and ensures the results of all audits are reported to relevant management and that, where nonconformities are identified during internal audits, corrective actions will be taken without undue delay (per *ISO 17025:2017 Sec. 8.8.1/8.8.23*, see **ALPRO 8.8, Internal Audits; ALPRO 8.7, Corrective Action**).

8.9 Management reviews

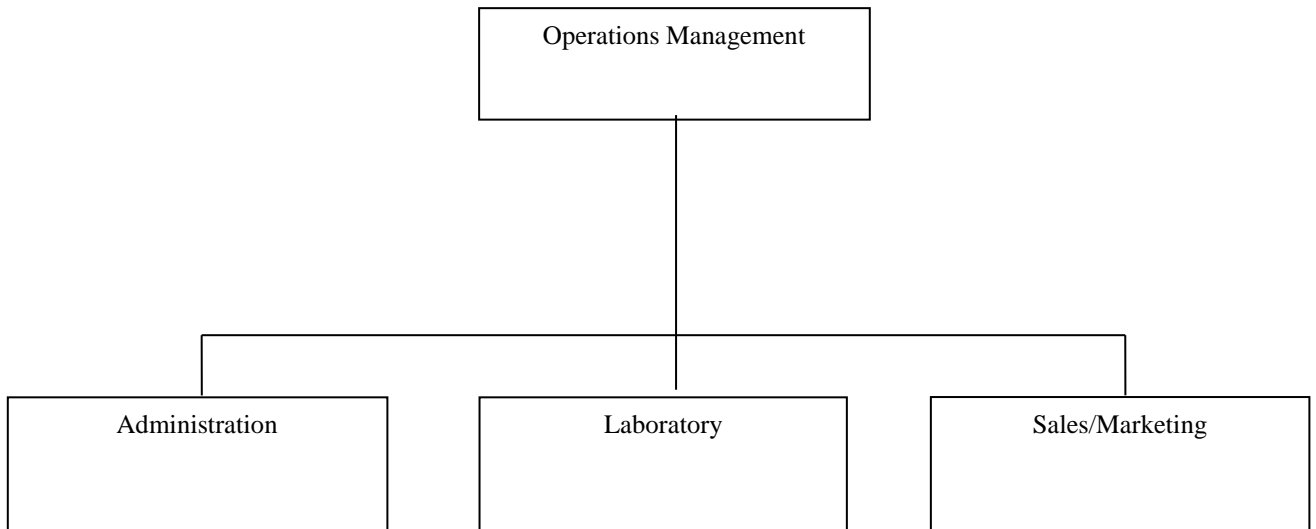
Analytics Labs, LLC ensures Management reviews the management system at planned intervals, in order to ensure its continuing suitability, adequacy and effectiveness, including the stated policies and objectives related to the fulfilment of the ISO 17025 standard, and has a documented procedure that describes required inputs and outputs of these review, which are performed, at a minimum, one per year (per *ISO 17025:2017 Sec. 8.9* see **ALPRO 8.9, Management Review**).

END.

Appendix A

Analytics Labs, LLC

Organizational Chart



ALLC Org Chart 16/19/2019

This is a stand-alone document. A revision to this document can be made without necessitating a revision of the Quality Manual. While a page in this manual, this document is controlled by a “controlled” stamp on the front of the manual. Should this document be removed for display or other use outside of this manual, it must be stamped “controlled” and contain requisite revision data.

ANALYTICS LABS LLC
Operating Policies & Procedures
Qualifications & Training

Intent

Analytics 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 "the Commission") or any other regulatory

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

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.

Qualifications for an Analytics Labs Marijuana Establishment Agent

The minimum requirements to become an Analytics Labs Marijuana Establishment Agent ("Agent") are outlined below. All Analytics Labs board members, directors, employees, executives, managers or volunteers will register with the Commission as an 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 Analytics Labs Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of any felony drug offense in the Commonwealth or a like violation of the laws of an Other Jurisdiction;
3. Have not been convicted of any offense involving the distribution of controlled substances to a minor or a like violation of the laws of an Other Jurisdiction;
4. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802;
5. Possess an associate's degree from an accredited college or vocational school.
6. Have two years' work experience in a professional medical/environmental/scientific laboratory performing duties; and
7. Have experience with software applications such as Excel, Word, and LIMS

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

Required Training for Analytics Labs Agents

Pursuant to 935 CMR 500.105(2)(a) Analytics Labs will ensure all Analytics 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, on the job training ("OJT") or through external training platforms.
3. All Analytics Labs Agents will receive a minimum of 8 hours of training annually.
4. Analytics 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 Analytics Labs for at least one year after agents' termination.
5. Within 90 days of hire, Analytics Labs will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor."
 - a. After the responsible vendor designation is applied each Analytics 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. Analytics 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.
6. All Analytics Labs Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Additional Training

Analytics Labs will provide training and training opportunities to its employees. In addition to required training, Analytics Labs will require advanced training to our employees in the areas of Lab Safety and Security, Marijuana Science or other areas then enhance the Company’s, our Agents and our customers safety. These training will include:

- 1. All Lab Agents who handle testing samples will be trained on the following prior to performing any lab testing
 - a. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
 - b. OSHA Regulations
 - c. Bio Safety
 - d. Ergonomics
 - e. ISO 17025 Basics
- 2. All lab staff will receive bi-annual in-service training on lab safety, lab sanitation and HACCP.

ANALYTICS LABS LLC

Operating Policies & Procedures

Personnel Policies & Procedures

Intent

Analytics 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 "the Commission") or any other regulatory agency.

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

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 with all regulations and laws.

Personnel Records

Analytics 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 Analytics Labs agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Analytics 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 manufacturing & processing conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

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 Analytics 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 Analytics Labs Management agents who require access. These records will be made available for inspection by the Commission upon request.

Analytics Labs Agents

All Analytics Labs board members, directors, employees, executives, managers and volunteers will register with the Commission as an Analytics Labs Marijuana Establishment Agent ("Analytics 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 Analytics Labs Agents shall:

1. Be 21 years of age or older;
2. Have not been convicted of any felony drug offense in the Commonwealth or a like violation of the laws of an Other Jurisdiction;
3. Have not been convicted of any offense involving the distribution of controlled substances to a minor or a like violation of the laws of an Other Jurisdiction;
4. Be determined to be suitable for registration consistent with the provisions of 935 CMR 500.800, 935 CMR 500.801 or 935 CMR 500.803.
5. Not be employed by other types of Marijuana Establishments while employed as a Laboratory Agent with Analytics Labs.

Analytics Labs will submit to the Commission an application for every Analytics 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. 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; and
7. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, 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 or an Other Jurisdiction, 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 Other Jurisdictions;
- 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 an Other Jurisdiction, with regard to any professional license or registration held by the applicant;
- e. A nonrefundable application fee paid by the Independent Testing Laboratory with which the Independent Testing Laboratory Agent will be associated;
- f. Any other information required by the Commission.

Analytics Labs CEO is registered 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 Analytics Labs seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Analytics Labs will notify the Commission no more than one business day after an Analytics 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, Analytics Labs will renew each Analytics 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 Analytics Labs Agent registration card, Analytics 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 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.

Background Checks

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

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

- b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - i. The individual's full legal name and any aliases;
 - ii. The individual's address;
 - iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. 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;
 - vi. 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;
- c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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;
 - v. 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;

- vi. 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
- vii. Any other information required by the Commission.

Analytics 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.

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

Equal Employment Policy

It is the policy of Analytics 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.

Analytics 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, Analytics Labs will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Analytics Labs operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Analytics Labs in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Analytics Labs provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by

law. Analytics Labs may require medical certification of both the disability and the need for accommodation. Keep in mind that Analytics Labs can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. Analytics 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.

Anti-Harassment and Sexual Harassment Policy

Analytics 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 Analytics Labs employees to perform their expected job duties is not tolerated.

It is illegal and against Analytics Labs 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. Analytics Labs will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Analytics 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.

Analytics 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.

Americans with Disability Act

Analytics 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. Analytics 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. Analytics Labs will provide reasonable accommodations to any persons with disabilities who require them, who advise Analytics Labs of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug Free Workplace

Analytics 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 Analytics Labs premises or while using Analytics 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.

Smoke Free Workplace

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

Employee Assistance Policy

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

Employee Diversion of Marijuana

If an Analytics Labs Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

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

1. Analytics 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

ANALYTICS LABS LLC
Operating Policies & Procedures
Maintaining Financial Records

Intent

Analytics 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 "the Commission") or any other regulatory agency.

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

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.

Policy

Analytics 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 Analytics Labs will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

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

Analytics 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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

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

1. Analytics 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. Analytics Labs will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Analytics Labs will use up to date financial software programs for all financial transactions.
4. Analytics Labs does not plan to 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 Analytics 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 Analytics Labs finances (books).
6. Analytics Labs will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. Comprehensive financial audits will be done weekly by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to monthly.
8. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
9. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Analytics Labs 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.

Access to the Massachusetts Department of Revenue ("DOR")

Analytics Labs books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Analytics Labs will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems (NOT APPLICABLE)

1. Analytics Labs is not a retail marijuana establishment and will not utilize Point of Sales Systems.

Cash Handling and Transportation (NOT APPLICABLE)

1. Analytics Labs will not deal in cash transactions.

ANALYTICS LABS, LLC.

DIVERSITY AND INCLUSION PLAN

Analytics Labs is committed to diversity through both ownership and growth. A majority of our investors are women as well as our Chief Scientific Officer. Several of our owners are also minorities. This plan outlines our programs for continued diversity within our Marijuana Establishment.

Analytics Labs acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment and that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PROGRAM POPULATIONS

The Program in this plan will be tailored to the following populations:

1. Minorities;
 2. Women;
 3. Veterans;
 4. People with disabilities; and
 5. People who identify as LGBTQ/Alternative Sexual Identities
-

DIVERSITY PROGRAMS

A. Workplace Diversity Program

Analytics Labs will give preference in the hiring of employees to those who meet the criteria outlined in the Program Populations. In an effort to source employees who meet the Program Populations, Analytics Labs will:

1. Develop recruitment materials that emphasize our commitment to hiring a diverse workforce and use images that reflect people of different ethnicities and backgrounds.
2. Job postings will be written in gender neutral language and explicitly state the company's hiring preference and display a meaningful inclusivity statement.

- i. Postings will be listed with the MassHire Holyoke Career Center, The City of Holyoke Veterans Services Department and the Holyoke Community College Workforce Development Program.
 - ii. Our first job postings will be placed approximately 180 days after receipt of our Provisional License from the Commission.
 - i. Second and subsequent job posting will be placed as needed.
3. We will actively engage with industry trade groups that promote diversity and inclusion. We will participate in hiring and recruitment initiatives that these groups sponsor as they become available. These groups include:
 - i. The Massachusetts Cannabis Business Association (Mass CBA)
 - i. Massachusetts Recreational Consumer Council (MRCC)
 - ii. Elevate Northeast
4. Hiring managers will receive training in diversity hiring practices prior to the hiring of employees and annually thereafter. This training will be done through Diversity Resources <https://www.diversityresources.com/> or a similar diversity training company.
5. Our hiring processes will minimize bias by allowing hiring managers to focus only on factors that have a direct impact on performance. These processes include:
 - i. Using gender neutral language in all posting and recruitment materials;
 - ii. Blind resumes and applications. Prior to the hiring manager evaluating resumes or application materials, the names, ethnicities, addresses and other personal information that could lead to unconscious bias will be removed.
 - iii. Standardized interviews and scoring.

Analytics Labs plans to begin the hiring of employees approximately 90 days prior to our anticipated opening. The initiatives outlined in this program will be instituted at that time.

Goals- Our Goals for the Workplace Diversity Program are as follows:

1. 50% of our workforce will be woman;
2. 30% of our workforce will be comprised of minorities, people who identify as LGBTQ/Alternative Sexual Identities, veterans, and persons with disabilities.

Measurements- Analytics Labs will use the following metrics to evaluate the success of this Program:

1. Employment data, including the number and percentage of all minority, women, disabled, people who identify as LGBTQ/Alternative Sexual Identities and veteran applicants and hires for all positions
2. The salaries/wages for all employees; and
3. Recruitment information including the number of all job postings, where they were posted and the number and percentage of all applicants and hires generated by each posting.

B. Industry Diversity Program

In an effort to lessen the financial burden on Cannabis Businesses that are owned by individuals who meet the criteria outlined in the Program Populations above, Analytics Labs will offer a line of credit to these companies. This \$10,000 line of credit will be extended to 5 companies whose ownership consists of at least 51% of Minorities, Women, Veterans, People with disabilities; and/or People who identify as LGBTQ/Alternative Sexual Identities. The term of this line of credit will be for 6 months with no interest or fees.

Analytics Labs will begin to promote this program to Licenses Marijuana Establishments ("LME") 90 days prior to our expected start of operations. We will include the elements of this program in promotional documents that will be mailed to all LME's.

Goals- Our Goals for the Industry Diversity Program are as follows:

1. To provide a \$10,000 line of credit to 5 LME's whose ownership consists of at least 51% of Minorities, Women, Veterans, People with disabilities; and/or People who identify as LGBTQ/Alternative Sexual Identities.

Measurements- Analytics Labs will use the following metrics to evaluate the success of this Program:

1. The number of LME's that have been given the \$10,000 line of credit for testing services.
2. The dollar amount of testing services provided to the LME's who take part of this program.

Reporting

Annually, 60 days prior to our License renewal, Analytics Labs will conduct a comprehensive written evaluation of the program outlined above. This report will include the metrics identified in each program along with other pertinent information regarding this plan and the programs contained within.

The purpose of the evaluation will be to measure the goals that are outlined in this Plan and to report on any feedback from stakeholders and any suggested changes to the plan.

This written evaluation will be available to the Commission for review during the License renewal process.