



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281325
Original Issued Date: 06/04/2020
Issued Date: 06/04/2020
Expiration Date: 06/04/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Aries Laboratories LLC

Phone Number: 857-777-6793 **Email Address:** nick.mass@indolaboratories.com

Business Address 1: 257 Simarano Drive Suite 100	Business Address 2:	
Business City: Marlborough	Business State: MA	Business Zip Code: 01752
Mailing Address 1: 257 Simarano Drive Suite 100	Mailing Address 2:	
Mailing City: Marlborough	Mailing State: MA	Mailing Zip Code: 01752

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 55.7	Percentage Of Control: 50	
Role: Executive / Officer	Other Role:	
First Name: Nicholas	Last Name: Masso	Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44.3 Percentage Of Control: 50

Role: Executive / Officer

Other Role:

First Name: Nicholas

Last Name: Bilotti

Suffix:

Gender: Decline to Answer

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Aries Laboratories LLC

Entity DBA: Indo Laboratories

Email: info@indolaboratories.com Phone: 774-843-2711

Address 1: 257 Simarano Dr. Suite 100

Address 2:

City: Marlborough

State: MA

Zip Code: 01752

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$11088 Percentage of Initial Capital: 1

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: 257 Simarano Drive Suite 100

Establishment Address 2:

Establishment City: Marlborough

Establishment Zip Code: 01752

Approximate square footage of the Establishment: 10565

How many abutters does this property have?: 6

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
Certification of Host Community Agreement	Host Community Agreement Certification.pdf	pdf	5e0241c80aa7ba5339f6cba8	12/24/2019

Community Outreach Meeting Documentation	Order No. 19-1007757 Legal Notice-Special Permit Indo Laboratories 257 Simarano Drive.pdf	pdf	5e024b11bb37d053183deb0b	12/24/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation.pdf	pdf	5e4ae0d45a2369047f2266d4	02/17/2020
Community Outreach Meeting Documentation	Attachement C Notice to Abutters.pdf	pdf	5e4ae10f5b05c304785e8723	02/17/2020
Community Outreach Meeting Documentation	Community Outreach Notice.pdf	pdf	5e4ae11069dc9d0456db98ab	02/17/2020
Community Outreach Meeting Documentation	Attachement B Community Outreach Notice.pdf	pdf	5e4ae113813339048c3fd64b	02/17/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e4c02aa813339048c3fd887	02/18/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Indo Laboratories Positive Impact Plan.pdf	pdf	5e693bd0a290f94426bda62b	03/11/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role: Owner/Partner
 First Name: Nicholas Last Name: Masso Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role: Owner/Partner
 First Name: Nicholas Last Name: Bilotti Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	BY-LAWS.pdf	pdf	5e0f62b7541f65570b94852a	01/03/2020
Articles of Organization	Articles of Organization.pdf	pdf	5e4995c081ae16046bec9952	02/16/2020

Department of Revenue - Certificate of Good standing	Certificate of Good Standing_DUA.pdf	pdf	5e4ad5aa5a2369047f2266a2	02/17/2020
Department of Revenue - Certificate of Good standing	Cert of Good Standing Revenue.pdf	pdf	5e4ae26381ae16046bec9b6a	02/17/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing Sect Commonwealth.pdf	pdf	5e4c4d0a64339304b0900448	02/18/2020

No documents uploaded

Massachusetts Business Identification Number: 001331220

Doing-Business-As Name: Indo Laboratories

DBA Registration City: Marlborough

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	AriesIndo Business Plan.pdf	pdf	5df25e42ef24345344e4d0bf	12/12/2019
Plan for Liability Insurance	Kinsale_Gen Liability_9 30 - Updated Dec Page w SLT added (Entire Policy.pdf	pdf	5df25ec72f1a065311394d0e	12/12/2019
Proposed Timeline	Indo Timeline.pdf	pdf	5e6fa4675f1da0353e2af14b	03/16/2020

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
Restricting Access to age 21 and older	Age Restriction.pdf	pdf	5e4aa45a5a2369047f2265b2	02/17/2020
Security plan	Indo Labs Security Plan.pdf	pdf	5e4aa46dd29b0704447d8197	02/17/2020
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5e4aa478fe55e40432f7119a	02/17/2020
Storage of marijuana	Marijuana Storage Plan.pdf	pdf	5e4aa48869dc9d0456db9790	02/17/2020
Transportation of marijuana	Transportation Plan.pdf	pdf	5e4aa4b27b9883042b372b67	02/17/2020
Inventory procedures	Inventory Plan.pdf	pdf	5e4aa4bd4dd5bb049410719c	02/17/2020
Quality control and testing	Quality Control and Testing Plan.pdf	pdf	5e4aa4cd64339304b08ffef9	02/17/2020
Personnel policies including background checks	Personnel Policies and Background Checks.pdf	pdf	5e4aa4dc1c3b1d04a32b2fe5	02/17/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5e4aa4ecd29b0704447d819d	02/17/2020
Record Keeping procedures	Financial Record Keeping.pdf	pdf	5e4aa50561c9e9045a79321d	02/17/2020
Qualifications and training	Qualifications and Training Plan.pdf	pdf	5e4aa5214dd5bb04941071a0	02/17/2020
Diversity plan	Indo Laboratories Diversity Plan.pdf	pdf	5e693ca949038b46abf1e45a	03/11/2020

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: 9:00 AM	Monday To: 5:30 PM
Tuesday From: 9:00 AM	Tuesday To: 5:30 PM
Wednesday From: 9:00 AM	Wednesday To: 5:30 PM
Thursday From: 9:00 AM	Thursday To: 5:30 PM
Friday From: 9:00 AM	Friday To: 5:30 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

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, Nicholas Masso, (*insert name*) certify as an authorized representative of Aries Laboratories LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Marlborough (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on December 11, 2019 (*insert date*).

Nicholas Masso

Signature of Authorized Representative of Applicant

Host Community

I, Arthur Vigeant, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Marlborough (*insert name of host community*) to certify that the applicant and Marlborough (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on December 20, 2019 (*insert date*).

Arthur Vigeant
Signature of Contracting Authority or
Authorized Representative of Host Community

**CITY OF MARLBOROUGH
OFFICE OF THE CITY CLERK
MARLBOROUGH, MASSACHUSETTS 01752**

LEGAL NOTICE

Public Hearing –Special Permit

Applicant: Nicholas Masso

Locus: 257 Simarano Drive

Map 112, Parcel 4

Notice is given that the **City Council of the City of Marlborough** will hold a PUBLIC HEARING on **Monday, September 23, 2019 at 8:00 PM** in City Council Chambers, 2nd floor City Hall, 140 Main Street, Marlborough, Massachusetts, On the Application for Special Permit from Nicholas Masso of Indo Laboratories, to operate an independent Marijuana Testing Laboratory at 257 Simarano Drive.

The application materials and plans are available for viewing in the Office of the City Clerk, City Hall, 140 Main Street, Marlborough, MA 01752, Telephone 508-460-3775.

***Per Order of the City Council
#19-1007757***

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, Nicholas Masso, (*insert name*) attest as an authorized representative of Aries Laboratories, 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 September 23, 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 September 6, 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 August 28, 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 August 29, 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.

Attachment C Notice to Abutters

The community outreach noticed filed with the City of Marlborough was sent via certified mail to all property abutters listed below:

TJX Companies, INC. PO BOX 5369 Cochituate, MA 01778-6369	Jeremiah 29, LLC 336 Baker Avenue Concord, MA 01742	IPG Photonics Corporation 50 Old Webster Road Oxford, MA 01540
Avalon Marlborough, LLC Attn: Avalon Bay Communities 671 N. Glebe Road, Suite 800 Arlington, MA 22203	Atlantic- Marlborough Realty III, LLC Attn: Atlantic MGMT Corporation 205 Newbury Street Framingham, MA 01701	Hines Global Reit, Marlborough Campus c/o Hines Interests LP 100 Campus Drive, Suite 1 Marlborough, MA 01752

The next two pages are copies of the certified mail receipts.

257 Simarano Drive Suite 100
 Marlborough, MA 01752
 T. 774 843 2711
 indolaboratories.com



February 14, 2020

7019 0140 0000 9647 9647

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 111
 HINES GLOBAL REIT MARLB CAMPUS 1 L
 C/O HINES INTERESTS LP
 100 CAMPUS DR #1
 MARLBOROUGH, MA 01752

9590 9402 4940 9063 5614 30

Article Number (Transfer from service label)
 7019 0140 0000 9647 9647

Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
 Jen Glass

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Sent to
 Street and Apt. No., or PO Box No.
 100 CAMPUS DR #1 MARLBOROUGH, MA 01752
 City, State, ZIP+4®
 PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

Extra Services & Fees (check box, add fee in appropriate column)
 Return Receipt (hardcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 0.55
 Total Postage and Fees \$ 0.55

USPS MARLBORO MA 01752

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only
 For delivery information, visit our website at www.usps.com®
 MAIL OFFICIAL USE

7019 0140 0000 9647 9654

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 101
 ATLANTIC-MARLBORO REALTY III LLC
 105 NEWBURY ST
 ATTN ATLANTIC MGMT CORP
 PRAMINGHAM, MA 01701

9590 9402 4940 9063 5614 47

Article Number (Transfer from service label)
 7019 0140 0000 9647 9654

Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
 JUDE UZBIAK

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Sent to
 Street and Apt. No., or PO Box No.
 105 NEWBURY ST PRAMINGHAM, MA 01701
 City, State, ZIP+4®
 PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

Extra Services & Fees (check box, add fee in appropriate column)
 Return Receipt (hardcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 0.55
 Total Postage and Fees \$ 0.55

USPS MARLBORO MA 01752

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only
 For delivery information, visit our website at www.usps.com®
 MAIL OFFICIAL USE

7019 0140 0000 9647 9623

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 112
 TIX COMPANIES INC
 PO BOX 5369
 COCHITUATE, MA 01778-6369

9590 9402 4940 9063 5614 16

Article Number (Transfer from service label)
 7019 0140 0000 9647 9623

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
 TIX COMPANIES INC

C. Date of Delivery
 9/3/19

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Sent to
 Street and Apt. No., or PO Box No.
 PO BOX 5369 COCHITUATE, MA 01778-6369
 City, State, ZIP+4®
 PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

Extra Services & Fees (check box, add fee in appropriate column)
 Return Receipt (hardcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 0.55
 Total Postage and Fees \$ 0.55

USPS MARLBORO MA 01752

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only
 For delivery information, visit our website at www.usps.com®
 MAIL OFFICIAL USE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 112
 JEREMIAH 29 LLC
 336 BAKER AVENUE
 CONCORD, MA 01742

9590 9402 4940 9063 5614 23

Article Number (Transfer from service label)
 7019 0140 0000 9647 9630

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *[Signature]* Agent Addressee

B. Received by (Printed Name)
 TONY POLKOR 9/5/11

C. Date of Delivery
 9/5/11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail

Sent to: JEREMIAH 29 LLC
 336 BAKER AVE
 CONCORD, MA 01742

7019 0140 0000 9647 9630

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

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

08/25/2019 0752

Marlboro MA 01752

Postage \$0.55
 Total Postage and Fees \$6.85

Extra Services & Fees (check box and fee if applicable)
 Return Receipt (hardcopy) \$2.80
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 101
 AVALON MARLBOROUGH LLC
 ATTN AVALONBAY COMMUNITIES INC
 671 N GLEBE RD STE 800
 ARLINGTON, VA 22203

9590 9402 4940 9063 5614 54

Article Number (Transfer from service label)
 7019 0140 0000 9647 9678

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *[Signature]* Agent Addressee

B. Received by (Printed Name)
 AVALONBAY 9/9/19

C. Date of Delivery
 9/9/19

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail

Sent to: AVALON MARLBOROUGH LLC
 ATTN: AVALONBAY COMMUNITIES INC
 671 N GLEBE RD STE 800
 ARLINGTON, VA 22203

7019 0140 0000 9647 9678

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

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

08/26/2019 0752

Marlboro MA 01752

Postage \$0.55
 Total Postage and Fees \$6.85

Extra Services & Fees (check box and fee if applicable)
 Return Receipt (hardcopy) \$2.80
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
 116
 IPG PHOTONICS CORPORATION
 50 OLD WEBSTER RD
 OXFORD, MA 01540

9590 9402 4940 9063 5614 09

Article Number (Transfer from service label)
 7019 0140 0000 9647 9661

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *[Signature]* Agent Addressee

B. Received by (Printed Name)
 Robin J Rowley

C. Date of Delivery
 9/5/11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Insured Mail

Sent to: IPG PHOTONICS CORPORATION
 50 OLD WEBSTER RD
 OXFORD, MA 01540

7019 0140 0000 9647 9661

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

CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

08/27/2019 0752

Marlboro MA 01752

Postage \$0.55
 Total Postage and Fees \$6.85

Extra Services & Fees (check box and fee if applicable)
 Return Receipt (hardcopy) \$2.80
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00
 Adult Signature Restricted Delivery \$0.00

Community Outreach Notice

Published Friday, September 6th, 2019 in the Marlborough Enterprise newspaper

Friday, September 6, 2019 MARLBOROUGH ENTERPRISE

Legal Notices

DA still crashes

By Norman Miller
Daily News Staff

MARLBOROUGH - A spokeswoman from the Middlesex District Attorney's Office said Aug. 30 that investigation of a pair of fatal Marlborough crashes earlier this month is still ongoing.

No charges have yet been filed in the separate crashes that killed Richard "Ricky" Sullivan, 54, of Marlborough, on Aug. 5, and Lee Johnson, 55, of Connecticut, on Aug. 6, Middlesex spokes Vlock said.

"Both in open and on the Daily N Sullivan in a Mercedes tree on Bro around 7:2 Both Sullivan were trapped rescue workers a hydraulic extract the They w

BRIEFS

Holy Trinity Anglican Church to hold yard sale

MARLBOROUGH - Holy Trinity Anglican Church, 472 Lincoln St., will hold a yard sale from 9 a.m. to 5 p.m. on Sunday, September 8, 2019. The sale will feature furniture, household items, and snacks.

MARLBOROUGH ENTERPRISE
1 Speen St., Framingham, MA 01901
marlborough.wickedlocal.com
Send all submissions to marlborough@wickedlocal.com

LEGAL NOTICE
City of Marlborough
Zoning Board of Appeals
ZBA Case # 1459-2019
Location: 655 Farm Rd.
Notice of Public Hearing
Mass. General Law Chapter 40A, Section 11
Notice is hereby given that a public hearing will be held on 9/17/2019 (Tuesday) at 7:00 PM in the Marlborough City Hall, 140 Main St., 3rd Floor, Memorial Hall, Marlborough, MA on the appeal by the below named person as follows:
Trombetta Family LP appeals the Code Enforcement Officer's letter of July 8, 2019 (the "Violation Notice") as follows: 1. Contractor Yard is not a permitted use listed in Section 650-17 Table of Use. 2. Vehicles are parked on pervious surfaces in violation of Section 650-4B and 3. Temporary signs or other obstructions exist over public ways in violation of Section 52B-3. Property is located at 655 Farm Rd. being Map 85 Parcel 12 of the Assessor's Map. Property is in Zoning District Limited Industrial (LI) and Business.
Plans and other information are on file in the Zoning Board of Appeals Office on the basement level of City Hall. For further assistance, please contact the Board at 508-460-3768. All interested persons are invited to the public hearing.
Applicant or representative must be present
Paul Giunta
Chairman
Zoning Board of Appeals
AD# 13829359
Marlborough Enterprise 8/29, 9/5/19
#19-1007757
LEGAL NOTICE
CITY OF MARLBOROUGH
OFFICE OF THE CITY CLERK
MARLBOROUGH, MASSACHUSETTS
01752
Public Hearing - Special Permit
Applicant: Nicholas Masso
Locus: 257 Simarano Drive
Map 112, Parcel 4
Notice is given that the City Council of the City of Marlborough will hold a PUBLIC HEARING on Monday, September 23, 2019 at 8:00 PM in City Council Chambers, 2nd floor City Hall, 140 Main Street, Marlborough, Massachusetts. On the Application for Special Permit from Nicholas Masso of Indo Laboratories, to operate an independent Marijuana Testing Laboratory at 257 Simarano Drive.
The application materials and plans are available for viewing in the Office of the City Clerk, City Hall, 140 Main Street, Marlborough, MA 01752, Telephone 508-460-3775.
Per Order of the City Council #19-1007757
This Legal Advertisement will be published on www.wickedlocal.com and <http://masspubli.cnotices.org>.
AD#13829359
Marlborough Enterprise 9/5, 9/12/19
#19-1007757
LEGAL NOTICE
RCS Charge 2019
The Town of Hudson Light and Power Department has filed with the Department of Public Utilities M.D.P.U. #313 Residential Conservation Surcharge (RCS) it will become effective on its entire system August 1, 2019. This surcharge M.D.P.U. #306. The current charge is \$0.2 cents per bill per month. The new charge is being increased as of August 1, 2019 to \$0.92 cents per bill per month.
Municipal Light Board
AD#13829889
Hudson Sun 9/5/19
STORAGE PUBLIC AUCTION
Legal Notice of Public Sale
Notice is hereby given that on September 21, 2019 at 9:00 AM Kane Self Storage, L.P., 800 Bolton Street, in the City of Marlborough, in the County of Middlesex, State of Massachusetts, will sell at public auction by competitive bids the contents of the following

257 Simarano Drive Suite 100
Marlborough, MA 01752
T. 774 843 2711
indolaboratories.com



February 14, 2020

Attachment B Community Outreach Notice

**CITY OF MARLBOROUGH
OFFICE OF THE CITY CLERK
MARLBOROUGH, MASSACHUSETTS 01752**

LEGAL NOTICE

Public Hearing –Special Permit

Applicant: Nicholas Masso

Locus: 257 Simarano Drive

Map 112, Parcel 4

Notice is given that the **City Council of the City of Marlborough** will hold a PUBLIC HEARING on **Monday, September 23, 2019 at 8:00 PM** in City Council Chambers, 2nd floor City Hall, 140 Main Street, Marlborough, Massachusetts, On the Application for Special Permit from Nicholas Masso of Indo Laboratories, to operate an independent Marijuana Testing Laboratory at 257 Simarano Drive.

The application materials and plans are available for viewing in the Office of the City Clerk, City Hall, 140 Main Street, Marlborough, MA 01752, Telephone 508-460-3775.

Per Order of the City Council

#19-1007757

Plan to Remain Compliant with Local Zoning

Indo Laboratories operates at the address of 257 Simarano Drive in the City of Marlborough, MA. The business operates in an existing laboratory space zoned for industry. To conduct business at this location, Aries Laboratories LLC d/b/a Indo Laboratories obtained a special permit from the City to operate an Independent Testing Laboratory at the above location. As requirements for a special permit, the company went through the prescribed process in full cooperation with city officials. This included appearing before the City Council for a public hearing and presenting business plans ensuring our activities were in line with all state regulations and local ordinances. These requirements are outlined in the attached special permit.

Aside from standard adherence to the Zoning Ordinance of the City of Marlborough, special considerations are required due to the nature of the business. In addition to staying compliant with regulations set down by the Cannabis Control Commission, the security plan must receive approval by the City of Marlborough Police Chief or his designee. Additionally, the company must maintain 24-hour monitoring of security system and stay compliant with the requirements set forth by the Commission. Finally, no marijuana products shall be sold on the premises and all waste be generated and disposed of in accordance to the company's storage and waste management plan.

To monitor compliance with the special permit stipulations, the company shall make the premises available for inspection by City officials or their agents and shall provide them with access to the same records available to the Massachusetts Department of Public Health and/or the Cannabis Control Commission. Any changes to the plans outlined in the special permit must be submitted in writing to the Chief of Police, Building Commissioner, and the City Council. Finally, the company shall submit annual reports to the City Council the same annual reports that must be furnished to the Cannabis Control Commission for license renewal. This annual report is required for renewal of the special permit.

8.10



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

PAGE 1

ORDERED:

ORDERED:

IN CITY COUNCIL



2019 00186255

Bk: 73720 Pg: 354 Doc: DECIS

Page: 1 of 10 11/26/2019 10:36 AM

DECISION ON A SPECIAL PERMIT ARIES LABORATORIES LLC d/b/a INDO LABORATORIES.

CITY OF MARLBOROUGH
CITY COUNCIL ORDER NO. 19-1007757C

64769 - 345

DECISION ON AN APPLIATION FOR SPECIAL PERMIT

The City Council of the City of Marlborough hereby **GRANTS** the application for a Special Permit to Aries Laboratories LLC, d/b/a Indo Laboratories, (the "Applicant") to build and operate an Independent Marijuana Testing Laboratory at 257 Simarano Drive, Suite 100, Marlborough, Massachusetts, as provided in the Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant, Aries Laboratories LLC, d/b/a Indo Laboratories is a limited liability company organized, and existing under the laws of the Commonwealth of Massachusetts having a usual place of business at 257 Simarano Drive, Suite 100, Marlborough, MA 01752 (the "Applicant").
2. The Applicant is a lessee of the property located at 257 Simarano Drive, Suite 100, Marlborough, MA 01752, as shown on Marlborough Assessors Map 112 and Parcel 4 (the "Site"). The Site's owner is 257 Simarano LLC, with a business address of 336 Baker Avenue, Concord, MA 01742.
3. The Applicant, on or about August 2, 2019 filed with the City Clerk of the City of Marlborough, an Application To City Council for Issuance of Special Permit (the "Application") pursuant to Chapter 650 (Zoning Ordinance) of the Code of the City of Marlborough, specifically the provisions of Section 650-59 (Special Permit Procedures) and the provisions of Section 650-32, to permit the applicant to conduct a business with the purpose of operating a Independent Marijuana Testing Laboratory (the "Use").
4. The "Table of Uses" states that the intended use requires a Special Permit (SP)/ Zoning Relief issued by the Marlborough City Council.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

PAGE 2

ORDERED:

5. The facility is located in the industrial (I) zoning district, Map 112, Parcel 4.
6. The Use will occupy an existing laboratory at the Site with an area of 10,565 +/- square feet.
7. The Special Permit application filed on August 2, 2019 consisted of an original and two copies of the following: (a) Application to the City Council for Issuance of Special Permit, (b) Special Permit-Summary Impact Statement for the proposed use of a Marijuana Independent Testing Laboratory, (c) Filing Fee check in the amount of \$250.00, (d) Plan Delivery Certification, (e) Tax Payment Certification, (f) Abutters List, (g) Facility Site Plan (the "Plan"), and (h) Planning Department Certification. Twelve sets of documents were delivered to the City Council and one set each to the Police Chief, the Fire Chief, the City Planner (Building Commissioner), the City Engineer and the Conservation Officer, all in accordance with Chapter 650 Section 650-59 of the Zoning Code of the City of Marlborough.
8. Under the provisions of Massachusetts General Laws Chapter 40A, on August 2, 2019, Applicant filed with the City Clerk to be placed on the City Council Agenda for August 23, 2019
9. In accordance with the Rules and Regulations of the City Council and Massachusetts General Laws Chapter 40A Sections 9 and 11, the City Council established September 23, 2019 as the date for a public hearing on the Application, caused to be advertised notice of said hearing and the date thereof in the MetroWest Daily News and mailed said notice to those entitled thereto, all in accordance with Massachusetts General Laws Chapter 40A.
10. All abutters certified by the Office of the Board of Assessors of Marlborough were sent official legal notification of the Public Hearing, via certified mail. Prior to the Public Hearing on September 23, 2019, the green/white certified mail slips were submitted to the City Clerk's office.
11. The Marlborough City Council held a public hearing on the Application on September 23, 2019 in accordance with the published notice, (the "Public Hearing"). The hearing was opened at the time provided for in the notice and following the completion of testimony the hearing was closed on said date.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

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ORDERED:

12. The Applicant presented testimony at the Public Hearing detailing the business operational plans for facility, especially as it pertained to security, waste disposal, hiring practices, community and economic impact, and such issues as the City Council and members of the public deemed appropriate. Members of the public had the opportunity to testify at the public hearing. There was no opposition from the members of the public.
13. The Site has 24-hour off-site monitoring of security cameras, as well as multi-tiered levels of security clearance within the building.
14. The Applicant provided written and oral documentation and testimony to the City Council and the City Council's Urban Affairs and Housing Committee ("Urban Affairs") regarding the facility, operations, security and waste disposal.
15. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.
16. According to the Applicant, the facility has been inspected and received written confirmation by the Fire Chief that all safety and building codes are met.

BASED UPON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND TAKES THE FOLLOWING ACTIONS:

- A. The Applicant has complied with the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit. The City Council finds that it may grant a Special Permit subject to such terms as it deems necessary and reasonable to protect the citizens of the City of Marlborough (also referenced herein as the "City").
- B. The City Council finds the Application for the Special Permit does not derogate from the intent or purpose of the Zoning Ordinance of the City of Marlborough, or General Laws, c. 40A, et. seq. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

PAGE 4

ORDERED:

- C. The Applicant provided to Urban Affairs written and oral documentation as to the handling of the waste materials. In summation, all marijuana samples will be rendered unusable for human consumption immediately upon sample intake. All waste product is weighed and recorded prior to being destroyed. The waste material will be rendered unusable in an alcohol solution inside of a 55-gallon container. Any material not used for testing will be immediately treated in the same manner. The waste container will be stored within facility inside of a secured and monitored waste room. When the waste container reaches capacity, a licensed waste hauler will be scheduled to retrieve and remove the container from inside the facility.
- D. The applicant commits to work with city officials and the Marlborough Police Department to address any and all reasonable security concerns. Surveillance cameras shall be capable of twenty-four-hour video recording, archiving recordings and ability to immediately produce images, in, on, around or at the premises.
- E. The City Council finds that the use of the Site for the purposes of a marijuana independent testing laboratory is an appropriate use and is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough. The proposed business will enhance the development goals of the City and the region by providing additional jobs. It will result in a positive economic impact on the business community.
- F. In accordance with § 650-32.C of the Zoning Ordinance, the City Council hereby determines that any adverse effects of the Use will not outweigh its beneficial impacts to the City or the neighborhood, in view of the particular characteristics of the Site and of the proposal in relation to the Site, based upon consideration of the following:
1. Social, economic, or community needs which are served by the proposal:
Finding: The Use will enhance the development goals of the City and the region by providing additional jobs. It will result in a positive economic impact on the business community.
 2. Traffic flow and safety, including parking and loadings:
Finding: The Site will safely accommodate expected traffic flow from the Use and provide adequate parking and loading capacity.
 3. Adequacy of utilities and other public services:
Finding: The Site provides adequate utilities and public services for the Use.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

PAGE 5

ORDERED:

4. Neighborhood character and social structures:

Finding: The use is consistent with the area in the vicinity of the Site.

5. Impacts on the natural environment:

Finding: The use will have no greater impact than the established uses in the area.

6. Potential fiscal impact, including impact on City services, tax base and employment:

Finding: The Use will enhance the development goals of the City and the region by providing additional jobs. It will result in a positive economic impact on the business community.

7. Hours of operation:

Finding: The hours of operation of the Use are generally similar to other laboratory uses.

8. Requiring that contact information be provided to the Chief of Police, the Building Commissioner, and the Special Permit Granting Authority:

Finding: The provision of contact information is specifically conditioned below.

9. Requiring payment of a community impact fee:

Finding: Notwithstanding any terms negotiated in a Host Community Agreement, no impact fee shall be assessed by the City Council.

10. Requiring the submission to the Special Permit Granting Authority of the same annual reports that must be provided to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission:

Finding: This requirement is specially conditioned below.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

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ORDERED:

11. Requiring regular inspections by City officials or their agents, and access of the same records which are available for inspection to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission:

Finding: This requirement is specially conditioned below.

12. Requiring employees to undergo a criminal background check, including but not limited to CORI and an additional background check, by the Chief of Police who shall have the authority to disapprove the employment of any person(s) as a result of said background check:

Finding: All staff of Indo Labs comply with all Cannabis Control Commission hiring requirements including, but not limited to, any background and CORI check requirements. The requirements are specially conditioned below.

13. Requiring surveillance cameras, capable of 24-hour video recording, archiving recordings and ability to immediately produce images in, on, around, or at the premises:

Finding: This requirement is specially conditioned below.

14. Prohibiting the sale of any materials or items unrelated to the purposes of registration by the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission, including, without limitation, tobacco products, clove cigarettes, or e-cigarettes:

Finding: The Use shall not include retail sales of any kind.

15. The ability for the Business to:

- i. provide a secure indoor waiting area for clients;
- ii. provide an adequate and secure pick-up/drop-off area for clients, customers and products;
- iii. provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals;
- iv. adequately address issues of traffic demand, parking, and queuing especially at peak periods at the Business, and its impact on neighboring uses; and
- v. provide opaque exterior windows;

Finding: The use is a laboratory. Further, security is specially conditioned below.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

PAGE 7

ORDERED:

16. Signs and signage:

Finding: The signage shown on the Plans are appropriate for the Use.

17. Names of businesses, business logos and symbols, subject to state and federal law and regulation:

Finding: The name of the business, logos, and symbols associated with the Use, as provided in the Application and shown on the Plans, are appropriate for the Use.

G. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby **GRANTS** the Applicant a Special Permit to operate an Independent Marijuana Testing Laboratory, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts.
2. Compliance with Applicable Laws. The Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of the Use.
3. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review in accordance with the City of Marlborough site plan review ordinance prior to the issuance of the building permit, as required by § 650-32.E of the Zoning Ordinance. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted reviewed and approved by the City Council as the Special Permit Granting Authority.
4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs, and other documentation provided by the Applicant as part of the Applications, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

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ORDERED:

5. Compliance with State Requirements. In accordance with § 650-18(47)(c) of the Zoning Ordinance, the Use shall comply with all statutes and regulations of the Commonwealth of Massachusetts for the licensure and operation of an Independent Marijuana Testing Laboratory.
6. Security. The Applicant has and shall continue to comply with the City Council requirement that a written Security Plan be approved and signed by the City of Marlborough Police Chief or his designee. Any substantive changes to Security Plan will receive written approval from Police Chief or his designee. The Applicant, its successors and/or assigns, shall utilize surveillance cameras, capable of 24-hour video recording, archiving recordings and ability to immediately produce images in, on, around, or at the premises.
7. Processing. There shall be no retail sales permitted at the site. All waste product shall be rendered unusable in an alcohol solution inside of a 55-gallon container. Any material not used for testing will be immediately treated in the same manner. The waste container will be stored within the facility inside of a secured and monitored waste room. When the waste container reaches capacity, a licensed waste hauler will be scheduled to retrieve and remove the container from inside the facility.
8. Contact Information. The Applicant, its successors and/or assigns, shall provide current contact information of management and staff to the Chief of Police, the Building Commissioner, and the City Council.
9. Annual Reports. The Applicant, its successors and/or assigns, shall submit to the City Council the same annual reports that must be provided to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission.
10. Job Applicants. The Applicant commits to considering local applicants for employment and independent contract purposes. A job applicant's residency will be one positive consideration among many considerations such as experience and educational background.
11. Inspections and Records. The Applicant, its successors and/or assigns, shall make the Use available for regular inspections by City officials or their agents, and shall provide City officials or their agents with access to the same records which are available for inspection to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

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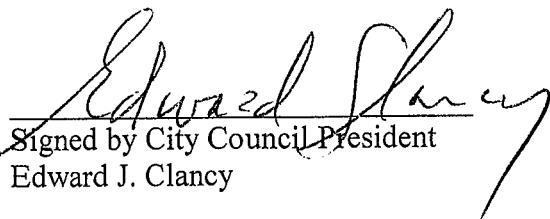
ORDERED:

12. Background Checks. The Applicant, its successors and/or assigns, shall require that all staff of undergo a criminal background check, as required by the Cannabis Control Commission hiring requirements.
13. Compliance with Health Regulations. Applicant will comply with all current marijuana regulations and any future changes proposed and implemented by the City of Marlborough Board of Health.
14. Signs and Signage. The Applicant shall not utilize signs or signage that mention, imply, or refer to in any way, shape, or form, involvement in the marijuana business.
15. Recording of Decision. In accordance with the provisions of M.G.L. c. 40A, § 11, the Applicant at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Solicitor's Office, the Building Department, and the City Council's Office.

Yea: 9 – Nay: 0 – Absent: 2

Yea: Delano, Doucette, Tunnera, Irish, Clancy, Landers, Juaire, Oram, & Robey.

Absent: Dumais, Ossing.


Signed by City Council President
Edward J. Clancy

ADOPTED
In City Council
19-1007757C



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

ORDERED:

IN CITY COUNCIL
NOTICE OF DECISION
GRANT OF SPECIAL PERMIT

Special Permit Application of:

Aries Laboratories LLC
d/b/a Indo Laboratories
257 Simarano Drive
Marlborough, MA 01752
Order No. 19-1007757C

Locus:

257 Simarano Drive
Assessors Map 112, Parcel 4

DECISION

The City Council of the City of Marlborough hereby **GRANTS** the Application of Aries Laboratories LLC d/b/a Indo Laboratories, with a mailing address of 257 Simarano Drive, Marlborough, MA 01752, as provided in the DECISION and subject to the Findings of Fact and Conditions contained herein.

Decision date: **October 28, 2019.**

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the **1st** day of **November 2019.**

This is to certify that twenty (20) days have passed since the filing of the within decision and no appeal has been filed with this office.

Given at Marlborough this **25th** day of **November 2019.**

Given under Chapter 40A Section 17 of the General Laws.

A TRUE COPY
ATTEST:

City Clerk

Positive Impact Plan

Cannabis prohibition in Massachusetts has had a disproportional impact on geographic areas and populations in the Commonwealth. Indo Laboratories desires to implement plan to offset the impact of prohibition in areas that have experienced subsequent hardship. The company is an Independent Testing Laboratory (ITL) located in Marlborough, servicing licensed marijuana cultivators, product manufacturers, and retailers. Indo Labs has a mission to bring legitimacy to the cannabis industry, and part of that mission is working to help fix the damage cannabis prohibition. The company's positive impact plan addresses a goal to assist an area designated as of disproportionate impact, a program to achieve this goal, and metrics to measure the efficacy of the program.

Goal

Individuals with prior drug convictions have a difficult time reintegrating back into society and oftentimes reoffend. To reduce the recidivism rate and helping reformed convicts to become productive members of society upon their release, the company plans to donate at least \$75,000.00 on an annual basis to organizations dedicated to this cause.

Program

Indo Labs shall donate at least \$75,000.00 annually to a Worcester organization dedicated to reintegrating reformed felons into society. Dismas House and Dismas Family Farm has a mission to reconcile former prisoners to society through the development of a supportive community characterized by living together in a family setting, volunteering in the broader community, and participative community decision-making. Many incarcerated and formerly incarcerated individuals have suffered psychological and economic detriments due to non-violent, drug-related offenses. This program centers on fostering community focused values in a drug and alcohol-free setting to reduce recidivism and reform individuals to reenter their communities with skills, both professional and psychological; and thereby become productive members of society. These monetary donations will assist the organization in its mission to serve those reentering society from past drug convictions.

Metrics

The donations to Dismas House will be made before the end of each calendar year. Senior management shall meet with the company's controller at the end of Q3 each year to plan for the year-end pledge to the organization. This time is when any additional assets shall be allocated to the base of \$75,000.00. Indo Labs has an established relationship and will continue to maintain that relationship with quarterly update meetings between senior management and the director of Dismas House. See attachment for letter of intent from Dismas House co-Executive Director Dave McMahon.

In addition to the periodic reviews set forth in the **Metrics** section of each goal, the progress of each goal contained within the plan shall be documented annually for purposes of license renewal. This report shall be furnished to the Commission upon submission of the renewal application.

The activities outlined in the above plan comply with the limitations on advertising set forth in 935 CRM 500.105(4) and will not display any marketing, advertising, branding, or sponsorship activities prohibited in the aforementioned regulation.

Any actions taken or programs instituted by the company shall not violate the Commission's regulations with respect to limitations on ownership or control. Additionally, this plan shall remain compliant with all applicable state laws and regulations.



February 3, 2020

Indo Labs
257 Simarano Drive, Suite 100
Marlborough, MA 01752

Dear Indo Labs,

Dismas House is a Massachusetts and Worcester-based 501(c)(3) not-for-profit organization that works with homeless former offenders in Worcester at multiple housing and services locations, working to reintegrate former offenders into Worcester successfully. We are pleased to have the opportunity to work with Indo Labs to help further our mission through donations, volunteers, and support for our organization. We acknowledge and understand that Indo Labs is a Cannabis Establishment.

Sincerely,

D McMahon

Dave McMahon

Co-Executive Director

BYLAWS
OF
ARIES LABORATORIES, LLC
d/b/a INDO LABS

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2. ARTICLE II: PURPOSE
3. ARTICLE III: MEMBERS
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5. ARTICLE V: MANNER OF NOTICE
6. ARTICLE VI: OFFICERS
7. ARTICLE VII: PROVISIONS RELATING TO UNITS
8. ARTICLE VIII: CORPORATE RECORDS
9. ARTICLE IX: INDEMNIFICATIONS
10. ARTICLE X: FISCAL YEAR
11. ARTICLE XI: AMENDMENTS

ARTICLE I

OFFICES

The Corporation shall maintain its principal office at 257 Simarano Dr., Marlborough, MA 01752, or other such location as may be designated by the Manager from time to time.

ARTICLE II

PURPOSE

The purposes of the Company shall be to own and operate a licensed analytical testing facility servicing the cannabis industry (the "Business"); and (ii) engage in any or all other businesses or activities that may lawfully be conducted by a limited liability company organized under the Act. The Company may do anything in furtherance of such purposes, except as prohibited by applicable law.

ARTICLE III

MEMBERS

Section 1: **Definitions.**

"Members" is any person or entity owning membership units in the Corporation.

"Units" are shares of membership interests in the Corporation.

Section 2: **Annual Meetings.** Subject to any limitations in the Articles of Organization, the Corporation shall hold an annual meeting of members at a time determined by the Manager within six months after the end of the Corporation's fiscal year. The purpose for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 3: **Special Meetings.** Subject to any limitations in the Articles of Organization, special meetings of the members may be called by the Manager, and shall be called by the Secretary, or in the case of death, absence, incapacity, or refusal of the Secretary, by another member if the holders of at least 10% (ten percent), or such lesser percentage as the Articles of

Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special members' meeting.

Section 4: Requirement of Notice. A written notice of the date, time, and place of each annual and special members' meeting describing the purposes of the meeting shall be given to members entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to members not entitled to vote at the meeting) no fewer than 7 (seven) nor more than 60 (sixty) days before the meeting date. If an annual or special meeting of members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are members as of the new record date. All notices to members shall conform to the requirements of Article V.

Section 5: Place of Meetings. All meetings of members shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

Section 6: Waiver of Notice. A member may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated on the notice. The waiver shall be in writing, be signed by the member entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A member's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 7: Quorum.

- (A) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Members requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of the members.
- (B) A unit once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting

unless (1) the member attends solely to object to lack of notice, effective notice or the conduct of the meeting on other grounds and does not vote the units or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

Section 8: Voting and Proxies. Subject to any limitations in the Articles of Organization, every Member of the Company (except a Defaulting Member) shall be entitled to vote such Member's respective Units to the extent that such Units have voting power. Votes by Members may be cast at a meeting or effected by the written consent of the required percentage, and in either case written notice of the action taken shall be provided to the Manager. Whenever any vote or consent of Members is required or contemplated pursuant to this Agreement, the Units of any Defaulting Member, or of any Person who is an assignee of Units or a Membership Interest but is not a Member, shall be deemed not to be outstanding for purposes of calculating whether a sufficient vote or consent was achieved.

Section 9: Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, the Bylaws or a resolution of the Members requiring receipt of a greater affirmative vote of the members, including more separate voting groups.

Section 10: Action Without Meeting by Written Consent.

- (A) Action taken at a members' meeting may be taken without a meeting if the action is taken either (1) by all members entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by members having not less than the minimum number of votes necessary to take the action at a meeting which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by the members having the requisite votes, bear the date of the signatures of such members, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section the effect of a vote at a meeting.
- (B) If action is to be taken pursuant to the consent of voting members without a meeting, the Corporation, at least seven days before the action pursuant to the consent taken, shall give notice, which complies in form with the requirements of Article V, of the action (1) to nonvoting members in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting members at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the members entitled to vote on the matter, to all members entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that

would have been required by law to be sent to members in or with the notice of a meeting at which the action would have been submitted to the members for approval.

Section 11: Meetings By Remote Location. Subject to any limitations listed in the Articles of Organization, if authorized by the Manager, any annual or special meeting of members need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Manager may adopt, members and proxyholders not physically present at a meeting of members may, by means of remote communications:

(1) participate in a meeting of members; and

(2) be deemed present in person and vote at a meeting of members whether such meeting is to be held at a designated place or solely by means of remote communication, provided that:

(i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a member or proxyholder;

(ii) the corporation shall implement reasonable measures to provide such members and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any member or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

Section 12: Record Date. The Manager may fix the record date in order to determine the members entitled to notice of a members' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Manager, and it is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to members, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first member signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of members. A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the Manager fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 13. Form of Member Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a member or by the proxy or other agent of any member shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the member, proxy or agent or by a person authorized to act for the member, proxy or agent; and (ii)

the date on which such member, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of members.

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

Section 14: **Members List for Meeting.**

- (a) After fixing a record date for a members' meeting, the Corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of units, and show the address of and numbers of units held by each member, but need not include an email address or other electronic contact information for any member.
- (b) The members list shall be available for inspection by any member, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.
- (c) A member, his or her agent, or attorney is entitled on written demand to inspect, and, subject to the requirements of Section 2(c) of Article VIII of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

ARTICLE IV

DIRECTORS

Section 1: **Management.** Subject to the limitations of the Articles of Organization, and in agreement by the members, until the Manager determines otherwise, there is no Board of Directors.

Section 2: **Powers.** Subject to the limitations of the Articles of Organization, and in agreement by the members, any powers designated to directors under M.G.L. c. 156D shall be designated to the Manager.

ARTICLE V

MANNER OF NOTICE

All notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally received by the intended recipient or (i) when delivered by messenger or nationally recognized delivery service (with confirmation of receipt), (ii) when delivered via e-mail or telecopy (and promptly confirmed by mail), or (iii) three (3) business days after having been mailed by first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address indicated on Schedule A of the Articles of Organization, or to any other address or addressee as any party may in the future specify by notice to the other parties hereto (with notice of change of address or addressee not being valid until actually received).

ARTICLE VI

OFFICERS

Section 1: **Enumeration.** The Corporation shall have a President, a Treasurer, a Secretary, and such other officers as may be appointed by the Manager from time to time in accordance with these Bylaws, subject to the Articles of Organization. The Manager may appoint one of the Members to be an officer, and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws or Articles of Organization.

Section 2: **Appointment.** The officers shall be appointed by the Manager. Each officer has the authority and shall perform these duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Manager or by direction of an officer authorized by the Manager to prescribe the duties of other officers.

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

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

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

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

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

Section 8: **Treasurer.** The Treasurer, shall, subject to the direction of the Manager, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Manager may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Manager may designate.

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

Section 10: **Standards of Conduct for Officers.**

- (A) An officer shall discharge his or her duties (1) in good faith; (2) with the care that a person in a like position would reasonably exercise under similar circumstances; and (3) in a manner the officer reasonably believes to be in the best interests of the corporation.
- (B) In discharging his duties an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the corporation as to matters involving skills or expertise the officer

reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence.

- (C) An officer shall not be liable to the corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this section.

ARTICLE VII

PROVISIONS RELATING TO UNITS

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

Section 2: Unit Certificates. If units are represented by certificates, at a minimum each unit certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of units and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Manager to determine the variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the member this information on request in writing and without charge. Each unit certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Manager, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a unit certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

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

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

Section 5: Lost or Destroyed Certificates. The Manager may, subject to M.G.L. c. 106, Sec. 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Manager may, in his discretion, require the owner of such unit certificate, or his or her legal representative, to give a bond, sufficient in his opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VIII

CORPORATE RECORDS

Section 1: Records to Be Kept.

- (a) Corporation shall keep as permanent records minutes of all meetings of its members and Manager, a record of all actions taken by the members or Manager without a meeting, and a record of all actions taken by a committee of members in place of the board of directors on behalf of the corporation.
- (b) Corporation shall maintain appropriate accounting records.
- (c) Corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class of shares showing the number and class of shares held by each.
- (d) Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (e) Corporation shall keep within the Commonwealth a copy of the following records at its principal office or an office of its transfer agent or of its secretary or assistant secretary or of its registered agent:
 - 1. its articles or restated articles of organization and all amendments to them currently in effect;
 - 2. its bylaws or restated bylaws and all amendments to them currently in effect;
 - 3. resolutions adopted by Manager or Members creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

4. the minutes of all Members meetings, and records of all action taken by Members without a meeting, for the past 3 years;
5. all written communications to shareholders generally within the past 3 years, including the financial statements furnished under M.G.L. c. 156d sec. 16.20 for the past 3 years;
6. a list of the names and business addresses of its current directors and officers; and
7. its most recent annual report delivered to the Secretary of State under section M.G.L. c. 156d sec. 16.22.

Section 2. Inspection of Records by Members. Subject to any limitations of the Articles of Organization

- (a) A Member is entitled to inspect and copy, during regular business hours at the office where they are maintained if he gives the corporation written notice of his demand at least five business days before the date on which he wishes to inspect and copy.
- (b) A Member is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation if the Member meets the requirements of subsection (c) and gives the corporation written notice of his demand at least 5 business days before the date on which he wishes to inspect and copy:
 1. excerpts from minutes reflecting action taken at any meeting of the members, and records of action taken by the members or Manager without a meeting.
 2. accounting records of the corporation, but if the financial statements of the corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and
 3. subject to the record of Members described in section (c).
- (c) A Member may inspect and copy the records described in subsection (b) only if:
 1. his demand is made in good faith and for a proper purpose;
 2. he describes with reasonable particularity his purpose and the records he desires to inspect;
 3. the records are directly connected with his purpose; and
 4. the corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the corporation in the conduct of its business or, in the case of a public corporation, constitute material non-public information at the time when the shareholder's notice of demand to inspect and copy is received by the corporation.

- (d) The right of inspection granted by this section may not be abolished or limited by a corporation's articles of organization or bylaws.
- (e) This section shall not affect:
 - 1. the right of a member to inspect records under M.G.L. c. 156d sec 7.20 or, if the Member is in litigation with the corporation, to the same extent as any other litigant; or
 - 2. the power of a court, independently of this chapter, to compel the production of corporate records for examination, provided that, in the case of production of records described in subsection (b) at the request of a member, the member has met the requirements of subsection (c).
- (f) For purposes of this section, "member" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his behalf.

Section 3: Scope of Inspection Right. Subject to any limitations of the Articles of Organization

- (A) A Member's agent or attorney has the same inspection and copying rights as the shareholder represented.
- (B) The Corporation may, if reasonable, satisfy the right of a member to copy records by furnishing to the member copies by photocopy or other means chosen by the corporation including copies furnished through an electronic transmission.
- (C) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the member. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.
- (D) The Corporation may comply at its expense, with a member's demand to inspect the record of members by providing the member with a list of members that was compiled no earlier than the date of the member's demand.
- (E) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding member.

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

ARTICLE IX

INDEMNIFICATION

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

“Company” includes any domestic or foreign predecessor entity of the Corporation in a merger.

“Expenses” includes counsel fees.

“Indemnified Representative”, includes any Manager, including any former Manager or Managing Member of the Company (whether acting in the capacity of Manager or Managing Member or in any other capacity on behalf of the Company or on behalf of any Affiliate of the Company); and any other Person designated as an “Indemnified Representative” by the Manager (which may, but need not, include any Person serving, at the request of the Company, as a member, manager, director, officer, service provider, employee, consultant, agent, fiduciary or trustee of the Company or another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

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

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

“Proceeding”, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative and whether formal or informal.

Section 2: **Indemnification of Managers, Directors, Officers, and other Indemnified Representatives.** Subject to the limitations in the Articles of Organization, the Company shall defend, indemnify, save harmless, and pay all judgments and claims against the Indemnified Representative relating to any Liabilities incurred by reason of any act performed or omitted to be performed by any of them in connection with the business of the Company, including reasonable attorneys’ fees incurred by any of them in connection with the defense of any Proceeding, which attorneys’ fees shall be paid as incurred; provided, however, that there shall be no indemnification of a Person from any liability arising out of any act or omission of such Person that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

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

- (a) A written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and
- (b) His or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Manager, Director, , or officer but need not be secured and shall be accepted without reference to the financial ability of the Manager, Director or officer to make repayment.

Section 4: Determination of Indemnification. Subject to the terms of the Articles of Organization, the determination of whether a Manager, Director, or officer has met the relevant standard of conduct set forth in Section 2 shall be made:

- (a) If there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;
- (b) By special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Manager; or
- (c) By the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

Section 5: Notification and Defense of Claims; Settlements.

- (A) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law or the Articles of Organization, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any condition provided in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person

for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding, or investigation, or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding, or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(B) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding, unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Manager, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably without their consent to any proposed settlement.

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

Section 7: Application of this Article.

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

- (B) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a director, officer or manager in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party, or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.
- (C) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.
- (D) Each person who is or becomes a manager, director, or officer shall be deemed to have served or have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a director, manager, or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect ant rights or obligations then existing.
- (E) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

Except as otherwise provided in the Articles of Organization, no amendment, modification or discharge of these Bylaws shall be valid or binding unless agreed to in writing by each Person who, at the time such amendment is agreed to, is a Member or assignee of any Units (if such assignment was permitted pursuant to this Agreement). Notwithstanding the foregoing, it shall be sufficient to adopt and effectuate any amendment of the Certificate of Formation or this Agreement if such amendment is approved by the Manager and ratified by the written consent of a Majority of the Units; provided, however, that no amendment pursuant to this sentence shall, without the consent of the affected Member or assignee of any Units, materially increase the liability of such Member or assignee to the Company, any other Member or any other

Person or otherwise materially adversely affect such Member or assignee of any Units disproportionately (based on classes and series and relative numbers of Units within each class and series) to the other Members and assignees. The Company will provide written notice of any amendments, including the text thereof, to all Members.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001331220

1. The exact name of the limited liability company is: ARIES LABORATORIES LLC

2a. Location of its principal office:

No. and Street: 19 OLD ANDOVER RD.
 City or Town: NORTH READING State: MA Zip: 01864 Country: USA

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

No. and Street: 19 OLD ANDOVER RD.
 City or Town: NORTH READING State: MA Zip: 01864 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:
FOOD AND AGRICULTURE TESTING SERVICES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NICHOLAS MASSO
 No. and Street: 19 OLD ANDOVER RD.
 City or Town: NORTH READING State: MA Zip: 01864 Country: USA

I, NICHOLAS MASSO 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 <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>

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 <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
SOC SIGNATORY	NICHOLAS MASSO	19 OLD ANDOVER RD. NORTH READING, MA 01864 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	NICHOLAS MASSO	19 OLD ANDOVER RD. NORTH READING, MA 01864 USA

9. Additional matters:

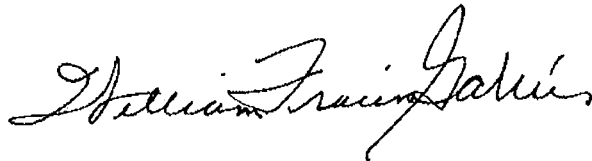
**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of June, 2018,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY**

(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 07, 2018 05:03 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



174411256

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Aries Laboratories, LLC
257 Simarano Dr Ste 100
Marlborough, MA 01752-3070

EAN: 22147968
February 12, 2020

Certificate Id:35459

The Department of Unemployment Assistance certifies that as of 2/12/2020 ,Aries Laboratories, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ARIES LABORATORIES LLC DBA INDO L
257 SIMARANO DR STE 100
MARLBOROUGH MA 01752-3070

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ARIES LABORATORIES LLC DBA INDO LABORATORIES 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



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

William Francis Galvin
Secretary of the
Commonwealth

February 14, 2020

TO WHOM IT MAY CONCERN:

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

ARIES LABORATORIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 7, 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: **NONE**

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

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



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

Aries Laboratories LLC
Cannabis Analytical Testing

Massachusetts Business Plan

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Executive Summary

Cannabis analytical testing is an essential part of the legal marijuana industry and now government mandated. Both grow facilities and dispensaries are required to test their products by an independent 3rd party laboratory for potency and purity. The testing industry is the next big market and is on track to be worth an estimated \$1.4 Billion by 2021. However, as the Cannabis industry continues to grow as a whole, the lab market is not evolving quickly enough to keep up with the rapid influx of products that will need to be tested. This bottleneck in the industry has created a significant challenge not only for the producers and distributors (by delaying production and sales), but also the ability of the state government to truly regulate the process to ensure that communities are receiving products that are accurately tested and safe to consume. A recent survey of growers and dispensary owners in Massachusetts and Pennsylvania expressed that there is already a significant gap in the analytics industry that is not being met, leading to long lead times and testing variability. The manual processes and primitive equipment utilized by current testing facilities will simply not have the scalable infrastructure to align with the high throughput demands of the rapidly growing client-base.

Alongside of the legal cannabis industry, the other rapidly market emerging market are CBD products derived from hemp. Last year, federal lawmakers passed the 2018 farm bill which separated hemp from the legal definition of marijuana, making it legal to manufacture and buy anywhere in the United States. In 2018, CBD was a \$619 million industry nationwide. By the end of 2019, it's expected to hit \$5.9 billion, according to researchers with Brightfield Group, a CBD marketing research firm. A major concern of this growing industry is that there is little to no regulation and no one is overseeing what is truly going into these products. CBD is not considered a food or dietary supplement, so there aren't strict regulations or testing requirements for the products. The FDA can only go as far as warning companies against making any type of marketing claims regarding what the product can do for a person's health. The fact that CBD product potency, efficacy and safety are already being acknowledged as an issue means that laboratory testing is not only becoming a benefit to refining product validation, but will soon become a requirement of state governments.

Given the sparse existence of cannabis analytical labs, there is an exceptional opportunity for a new testing company to thrive, especially one that has already developed the necessary platform and business model for success. We plan to achieve these results by sourcing a highly capable and talented staff, the most advanced/reliable analytical equipment and implementing automation at every possible point of the testing process. As we establish the set process that maximizes throughput and consistency with a first location in Massachusetts, we will plan a controlled expansion into Pennsylvania and any other states that we deem to be an equivalent or next emerging market. Right from the starting gate, we will immediately be on track as a major player within the cannabis testing industry, with the ultimate goal to create the standard for which all future analytical testing will be based.

Target Market

Market Size & Segments

The Massachusetts Department of Public Health requires that anyone who has a license to grow or distribute cannabis or related products must send samples to a third party ISO accredited lab for testing. The samples cannot be mailed and are required to be tested in the same state that they are grown or distributed. Marijuana sales in MA are estimated to be \$450M statewide in 2018 and predicted to reach \$1.2B by 2021. Recreational dispensaries will open in July 2018, which will create a simultaneous influx of grow facilities far beyond those already existing.

U.S. marijuana market projections through 2025

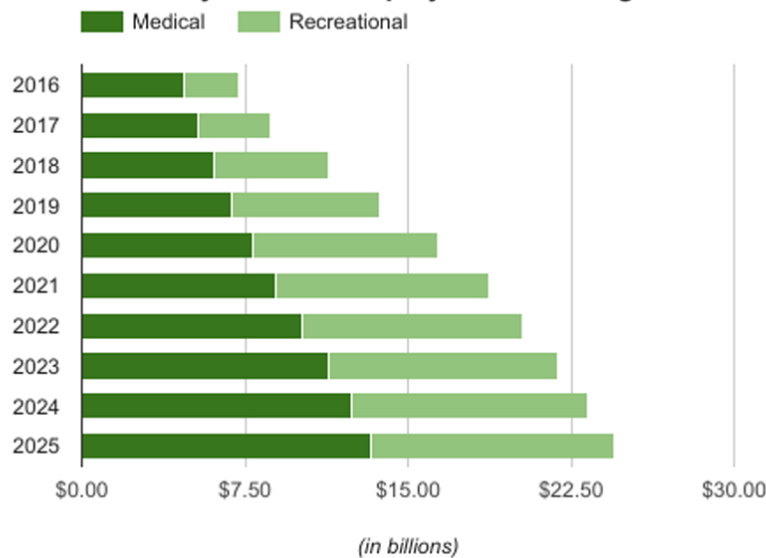
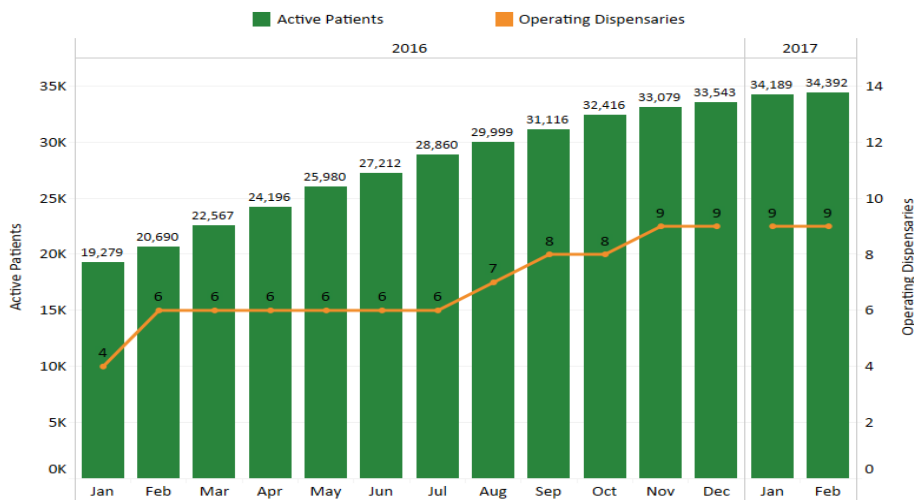


Chart of the Week Marijuana Business Daily

Number of Medical Marijuana Patients & Operating Dispensaries in Massachusetts By Month

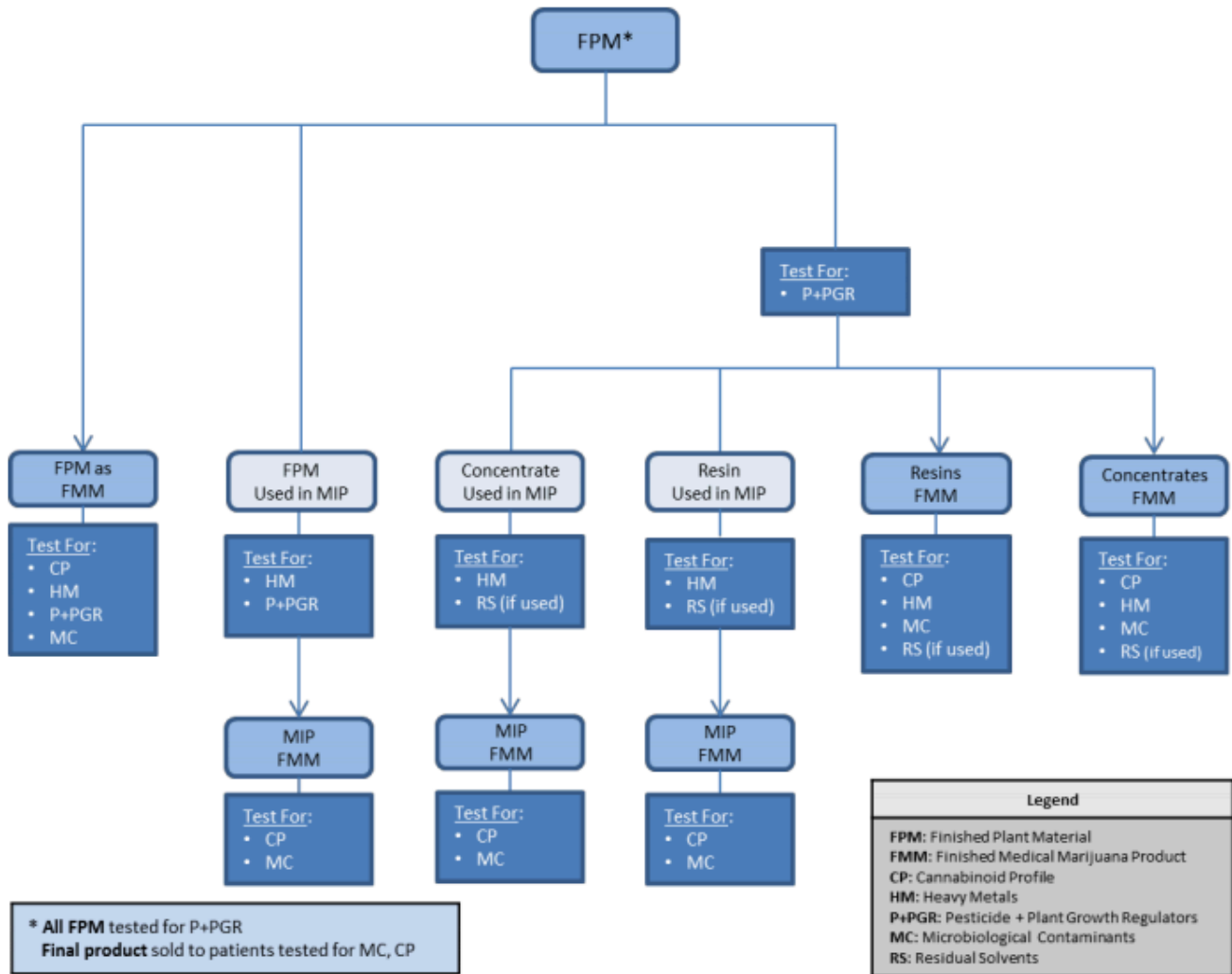


Source: Massachusetts Executive Office of Health and Human Services
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- Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Marijuana Dispensaries

Production Stage/Product	Contaminants of Concern	Required Testing
Finished Plant Material	<ul style="list-style-type: none"> • Contaminants remaining from cultivation • Fungal/microbial growth during finishing 	<p>All Production Batches:</p> <ul style="list-style-type: none"> • Pesticides and plant growth regulators <p>Production Batches to be Dispensed as Finished Medical Marijuana Product:</p> <ul style="list-style-type: none"> • Metals • Bacteria/fungi/mycotoxins • Cannabinoid profile
Cannabis Resin	<ul style="list-style-type: none"> • Contaminants remaining from cultivation • Solvents if used to extract resin • Fungal/microbial growth during production 	<p>All Production Batches:</p> <ul style="list-style-type: none"> • Solvents(if used) • Metals <p>Only Production Batches to be Dispensed as Medical Marijuana Product:</p> <ul style="list-style-type: none"> • Bacteria/fungi/mycotoxins • Cannabinoid profile
Cannabis Concentrates	<ul style="list-style-type: none"> • Contaminants remaining from cultivation • Solvents used to extract oil • Fungal/microbial growth during production 	<p>All Production Batches:</p> <ul style="list-style-type: none"> • Solvents • Metals <p>Only Production Batches to be Dispensed as Medical Marijuana Product:</p> <ul style="list-style-type: none"> • Bacteria/fungi/mycotoxins • Cannabinoid profile
MIPs	<ul style="list-style-type: none"> • Contaminants in finished marijuana ingredients • Fungal/microbial growth during production 	<p>All Production Batches:</p> <ul style="list-style-type: none"> • Bacteria/fungi/mycotoxins • Cannabinoid profile

Testing Requirements



Competition

Current Alternatives:

Company: MCR Labs

Start Date: 2013

Location: Framingham, MA

Claims/Selling Points:

Excerpt from MCR website: “The core of our experience comes from contract research organizations (CROs) in the pharmaceutical industry. This means that we are experts in:

- Regulatory compliance – cGMP (current good manufacturing practice) is the stringent regulatory framework used in the pharmaceutical industry and trusted by the FDA. We base our systems on this framework, adapted to the international ISO-17025 format. Therefore, we will be ready for any regulations that are placed on the industry going forward to assist our clients with a seamless transition into a federally regulated product when the time comes.
- Analytical method development – we can adapt to any new standards that are required now or in the future by regulatory agencies or is of interest for R&D purposes.
- Formulation and extraction – we have experience analyzing many molecules in a variety of different matrices.”

Company: ProVerde Laboratories

Start Date: 2013

Location: Milford, MA, Portland, ME, Rhode Island

Claims/Selling Points:

- Invested \$2M in outfitting lab
- ISO 17025:2005 Accreditation
- Accredited to perform up to 44 different tests
- Recognition by Emerald Test for Potency and Safety w/ published test results
- Excerpt from Proverde website: “using a system called UPC2, which is Ultra Performance Convergence Chromatography. It is probably the most sophisticated testing technology in the world today. We use super critical carbon dioxide as the mobile phase in our testing, so that means we use 100 to 500 times less toxic waste compared to other testing technologies”

Company: CDX Analytics

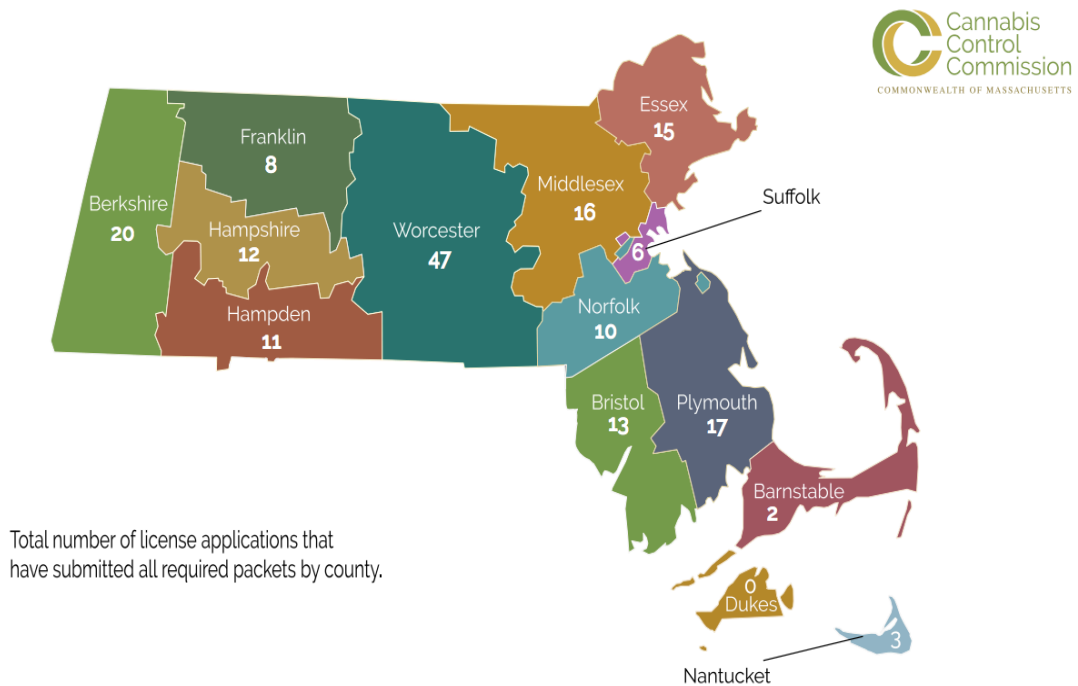
Start Date: 2015

Location: Salem, MA

Claims/Selling Points:

- On-time results reporting.
- The only Massachusetts laboratory that can test all analytes required by the MDPH (including all pesticides, negating your need to label each product as non-compliant).
- Daily collection service from your business, ensuring chain of custody at all times.
- On-line secure 24-hour access to your results across multiple platforms.
- Highly experienced analytical team and dedicated support staff.
- Transportation service available in compliance w/ CMR 725.000 (MA DPH)

Current MA License Map



List of MA Cultivation Facilities With Provisional License

Marijuana Cultivator	Location	Cultivation Square Footage
Alternative Therapies Group, Inc.- Amesbury	Amesbury	31,040
Cultivate Holdings LLC.	Leicester	22,400
I.N.S.A., Inc.	Easthampton	39,000
M3 Ventures, Inc.	Plymouth	10,000
New England Treatment Access, LLC.	Franklin	60,000
Northeast Alternatives, Inc.	Fall River	50,000
Patriot Care Corp	Lowell	40,000
SIRA NATURALS, INC.	Milford	20,000
1620 Labs, LLC	Athol	365,000
253 Organic, LLC	Montague	30,000
Ashlis Farm Inc.	Attleboro	15,000
Atlantic Medicinal Partners, Inc.	Fitchburg	50,000
BCWC, LLC	Attleboro	24,700
Berkshire Roots, Inc.	Pittsfield	2,400
Berkshire Welco LLC	Sheffield	40,000
CannAssist, LLC	Leicester	180,000
Cape Cod Grow Lab, LLC	Brewster	10,000
Central Ave Compassionate Care, Inc.	Ayer	8,500
Commonwealth Cultivation Inc.	Pittsfield	5,600
Curaleaf Massachusetts, Inc.	Webster	104,000
East Coast Organics, LLC	Leicester	100,000
Good Chemistry of Massachusetts, Inc	Bellingham	10,000
Green Gold Group, Inc	North Brookfield	153,000
Holyoke Gardens, LLC	Holyoke	150,000
In Good Health, Inc.	Brockton	7,000
Jolly Green LLC	Winchendon	100,000
JustinCredible Cultivations	Cummington	174,000
LDE Holdings, LLC.	Wareham	16,600
Mass Yield Cultivation LLC	Pittsfield	5,000
Massachusetts Patient Foundation, Inc	Fitchburg	102,000
MassGrow, LLC	Athol	360,000
New England Renewable Resources, LLC	Chester	16,500
Revolutionary Clinics II, Inc.	Fitchburg	75,900
Sanctuary Medicinals, LLC	Littleton	15,000
Silver Therapeutics, Inc.	Orange	92,128
Solar Therapeutics Inc.	Somerset	66,000

Temescal Wellness of Massachusetts, Inc.	Worcester	15,000
The Caregiver-Patient Connection	Barre	15,000
The Green Lady Dispensary, Inc.	Nantucket	4,000
The Headyco LLC	Worcester	8,000
Theory Wellness Inc.	Bridgewater	12,000
Urban Grown Inc	Whately	10,000
	Total sq. footage	2,614,768

*The above list does not include dispensaries, edibles, or concentrates business which would more than double the amount of projected business clientele.

Projected Annual MA Market

	2018	2019	2020	2021	2022
Total Grow Sq Footage	2,614,768	3,529,937	4,765,415	6,433,310	8,684,968
Total Productivity (lbs)	392,215	529,491	714,812	964,996	1,302,745
Total Grow Tests	39,222	52,949	71,481	96,500	130,275
Total Dispensary Tests	39,222	52,949	71,481	96,500	130,275
Total Grow Market	\$13,727,532	\$18,532,168	\$25,018,427	\$33,774,877	\$45,596,083
Total Dispensary Market	\$13,727,532	\$18,532,168	\$25,018,427	\$33,774,877	\$45,596,083
Total Lab Revenue	\$27,455,064	\$37,064,336	\$50,036,854	\$67,549,753	\$91,192,167

*These figures assume that sample will be submitted for full compliance testing=
~\$500/compliance test

Cannabinoid Potency Test - \$75

- HPLC-DAD analysis to quantify Δ 9THC, Δ 8THC, THCa, THCv, CBD, CBDa, CBDv, CBN, CBG, CBGa, and CBC
- **weedmaps**® integration - results and strain data uploaded to menu, live for 60 days
- Access to online platform to manage testing, access data analytics, as well as sales and marketing tools
- 1-3 business day lead time

Package Pricing

10 Tests	\$650 (\$65.00/test)
25 Tests	\$1,500 (\$60.00/test)
50 Tests	\$2,750 (\$55.00/test)
100 Tests	\$5,000 (\$50.00/test)

*\$15 premium for edibles/topicals

Chemical Residue Test - \$150

- UPLC-MS/MS for ultra-sensitive analysis to quantify 59 California required pesticides and fungicides
- Accurate quantitation to part per billion levels, reported in ppm to 3 significant digits.
- 1-3 business day lead time

Pesticide/Potency Combo - \$200

Package Pricing

10 Tests	\$1,350 (\$135.00/test)
25 Tests	\$3,000 (\$120.00/test)
50 Tests	\$5,250 (\$105.00/test)
100 Tests	\$9,000 (\$90.00/test)

*\$15 premium for edibles/topicals

Terpene Analysis - \$75

- HS-GC-FID analysis to qualify and quantify 21 Terpenes
- **weedmaps**® integration - results and strain data uploaded to menu, live for 60 days
- 1-3 business day lead time

Package Pricing

10 Tests	\$650 (\$65.00/test)
25 Tests	\$1,500 (\$60.00/test)
50 Tests	\$2,750 (\$55.00/test)
100 Tests	\$5,000 (\$50.00/test)

Residual Solvent Analysis - \$75

- HS-GC-FID analysis to qualify and quantify 21 residual solvents
- 1-3 business day lead time

Package Pricing

10 Tests	\$650 (\$65.00/test)
25 Tests	\$1,500 (\$60.00/test)
50 Tests	\$2,750 (\$55.00/test)
100 Tests	\$5,000 (\$50.00/test)

Microbial Testing - \$95

- Rapid Culture and microbial incubation to determine presence and CFU count for Yeast, Mildew, Mold, and E. coli
- Requires additional 48 hours beyond potency lead time for completion

Package Pricing

10 Tests	\$800 (\$80.00/test)
25 Tests	\$1,875 (\$75.00/test)
50 Tests	\$3,500 (\$70.00/test)
100 Tests	\$6,500 (\$65.00/test)

Discounts Buy 2 different packages save 5%, buy 3 save 10%, buy 4 save 15%, buy 5 save 20%

MA Site Plan

Location & Facility:

Prospective Location: 257 Simarano Dr., Marlborough, MA 01752

Size: 10,565 sq. ft.

Lease: ~\$16,754/month

Description: This location is a former ISO Accredited Lab facility, which already has all the necessary infrastructure and utilities for the intended business (lab benches, fume/exhaust hoods, office space, conference room, storage, break-room and loading dock). No site build-out is required, which will save substantial cost. Only new paint, signage, basic office furniture and the analytical testing equipment are required to get the facility up and running.

Operations: This site will serve as the initial headquarters for the entirety of the business servicing the medicinal and recreational cannabis market. This facility will also serve as the location where all new hires will be trained.

Security: Cameras and Keycard access already built into the location. Parking lot security surveillance is part of the lease agreement.

*Two other locations in the same region are also being considered that have a similar lab infrastructure, but are slightly smaller and thereby more cost effective. The town of Marlborough is preferable because of its proximity to Boston, all major highways, existing medicinal dispensaries/grow facilities and prospective recreational dispensaries.

Potential Future Locations: PA, NY, NJ RI, ME

*As the business grows in MA, we will consider expansion into other surrounding states where marijuana has been legalized for recreational use

MA Financial Plan

MA Lab Valuation= **\$5M**

MA Lab Valuation Calculation:

\$575M Marijuana sales for 2018 in MA

**Above figure from New Frontier Data, a cannabis industry analytics firm based in Washington, D.C.*

3.5% of Cannabis Industry is estimated to be spent on Analytical Testing

**Value is average determined through extensive analysis of all states with legalized cannabis and substantiated by New Frontier Data.*

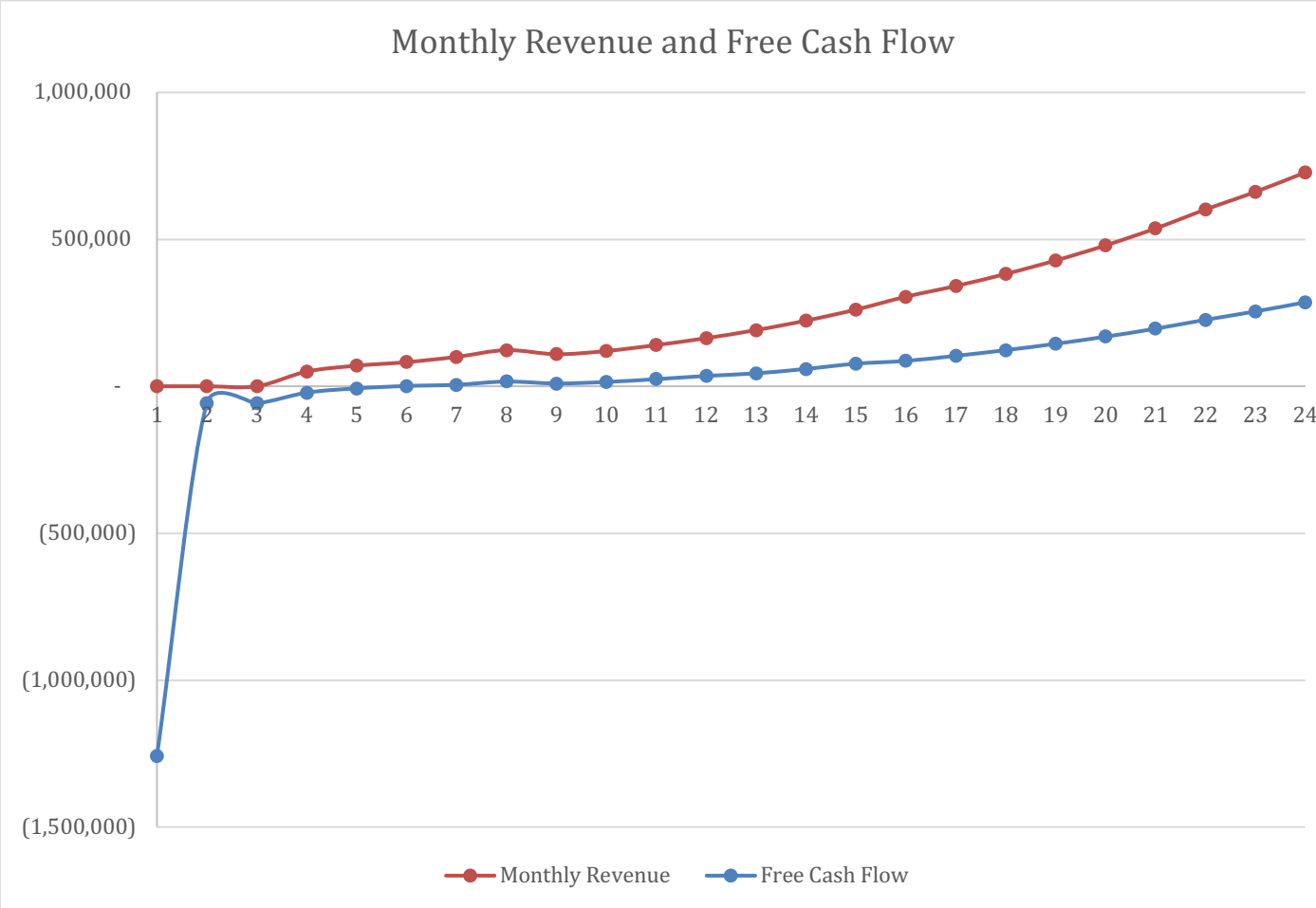
3.5% of \$575M= \$20.1M total for 2018 testing in MA

*Once opened, Aries Labs will be only the fourth cannabis testing lab in MA. Simplistically speaking, if all the testing labs in MA each account for 25% of the market, this would allow for annual revenues of approximately \$5M for each company (assuming an even distribution of the testing).

*We will have an immediate advantage in that it will be only one of two labs who will be able to test for all government mandated pesticides. The other two facilities that do not have such capability are required to label all their products as Non-compliant with the MDPH. Another important differentiating factor is that our throughput for testing is on a level that far surpasses its competitors (2 days vs. 2 weeks), which will allow for greater capacity to accommodate a larger client base. These two advantages combined with an efficient software platform will put Aries on a financial level that is equal to, if not better than the competitors within the first year.

*By 2021, the Massachusetts Cannabis Market is forecasted to hit at least \$1.2B, which will increase company valuation significantly.

MA Division Monthly Revenue Projections (2 Year)



***Once established, gross profit margin should be approx. 85%**

Startup Costs for Massachusetts Division

USE OF FUNDS

Instrument	Cost	Type
LC-MSMS	20000	Instruments
ICP-MS	15000	Instruments
UPLC-UV/DAD	6000	Instruments
GC-MS-FID	5000	Instruments
Incubator	500	Instruments
Liquid Handling/Lab Equip	4000	Equipment
qPCR machine	5000	Instruments
Fridge Freezer	400	Equipment
Buildout	2000	Facility
Sampling Van	2000	G&A
Office Furnishings	2000	Facility
Safe	200	Facility
Marketing/SoftGoods	500	Marketing
Rent Deposit	2000	Rent
ISO	1500	Certifications
Insurance	500	G&A
MA License	500	G&A
Legal	1000	G&A

Minimum Funding \$681,000.00

START UP BREAK DOWN

G&A	\$40,000.00
Instruments	\$515,000.00
Equipment	\$44,000.00
Facility	\$42,000.00
Rent	\$20,000.00
Certifications	\$15,000.00
Marketing	\$5,000.00
TOTAL	\$681,000.00

Team

Chief Executive Officer (CEO): Nicholas A. Masso

Nicholas graduated from College of the Holy Cross in Worcester, MA in 2004 with a Bachelor's Degree in Pre-medical studies. He performed his graduate studies at Harvard University in Biochemistry and Molecular Biology. Nick began his professional career as a molecular biologist researching Huntington's Disease at Massachusetts General Hospital. He currently works as a technical expert designing process development platforms for the regenerative medicine industry at Sartorius Stedim Biotech. He has also been working for the past two years as an Executive Partner for a California Cannabis Analytical Testing Lab in California. Once the start date for the Massachusetts marijuana testing laboratory becomes visible, Nick will be leaving his role at Sartorius to be the full-time CEO of Aries Laboratories. Nick currently resides with his wife and three-year-old daughter at their home in North Reading, MA.

<https://www.linkedin.com/in/nick-masso-7233695/>

Chief Operating Officer (COO): Nicholas D. Bilotti

Nick has over 10 years of experience in the biotech industry. He first started out in research and process development in a biofuels startup before moving to a product specialist role in upstream bioprocessing for Sartorius Stedim Biotech. His technical expertise in automation and analytics combined with his experience in project management make him uniquely capable of managing the heavy responsibility required of a testing facility. He has a BS in biology from UCLA and did graduate work in biochemistry and education at UC Berkeley. Nick currently resides in Somerville, MA.

<https://www.linkedin.com/in/nicholasbilotti/>

Additional Team

-*Chief Technology Officer*: Recent hire has been an analytical chemist for 20 years, focusing on MS and GCMS. Holds graduate degrees in biochemical engineering and analytical chemistry from Tufts and MIT.

-*Lab Director*: Recent hire has PhD in analytical chemistry from MIT with over 10 years of laboratory management experience.

-*Lab Technicians*: Two to three qualified candidates with extensive lab experience are being interviewed.

-*Administrative Manager*: Candidate being considered has a degree from Harvard Business School.

-*Driver/Sample Technician*: Role currently being scouted. Candidate must have at least a college degree and experience with sample inventory management.

*All employees will have full background checks and be required to be licensed by Massachusetts Department of Public Health.

**DECLARATIONS - LIFE SCIENCES
 GENERAL LIABILITY - CLAIMS MADE**

Policy Number: 0100092948-0
Producer Number: 35800
Name and Address: CIS Insurance Services, LLC
 1468 W. 9th Street, Suite 805
 Cleveland, OH 44113

NAMED INSURED:	Aries Laboratories LLC
MAILING ADDRESS:	257 Simarano Drive Marlborough, MA 01752
POLICY PERIOD:	FROM 07/31/2019 TO 07/31/2020 at 12:01 AM at the address of the named insured as shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
Each Claim Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$50,000	Any one premises
Personal and Advertising Injury Limit	\$1,000,000	Any one person or organization
General Aggregate Limit	\$2,000,000	
Products/Completed Operations Aggregate Limit	Excluded	

DEDUCTIBLE(S)	
Each Claim Deductible	\$5,000

RETROACTIVE DATE	
General Liability	07/31/2019 at 12:01AM at the address of the named insured as shown above.
THIS INSURANCE DOES NOT APPLY TO INJURY OR DAMAGE WHICH OCCURS BEFORE THE APPLICABLE RETROACTIVE DATE, SHOWN ABOVE.	

DESCRIPTION OF BUSINESS	
DESCRIPTION OF OPERATIONS:	Laboratory Testing of Cannabis For Potency & Contaminants
Business Type:	Limited Liability Co

ALL PREMISES YOU OWN, RENT OR OCCUPY (if different from mailing address)	
LOCATION	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

CLASSIFICATION AND PREMIUM					
CLASS CODE	CLASS DESCRIPTION	BASIS OF PREMIUM	EXPOSURE	RATE	PREMIUM
97002.04	Medical Labs	per \$1,000 Gross Sales	500,000	\$16.50	\$16,500
TOTAL PREMIUM (MINIMUM AND DEPOSIT):					\$16,500

Liability Premium	\$16,500.00
Company Fee	\$ 300.00
Admin Fee	\$ 750.00
State Tax	\$ 660.00
TOTAL	\$18,210.00

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

POLICY SUBJECT TO AUDIT:	Y	AUDIT PERIOD:	Annual
---------------------------------	---	----------------------	--------

FORMS AND ENDORSEMENTS	
Refer to ADF4001, SCHEDULE OF FORMS	

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

NOTICE—WHERE TO REPORT A CLAIM

It is important that losses, claims or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, fax or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

By FAX:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P. O. Box 17008
Richmond, Virginia 23226

Street Address:

2221 Edward Holland Drive, Suite 600
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

- LSC1002-0713 - Declarations - Life Sciences General Liability - Claims Made
- ADF9013-0419 - Notice - Where To Report A Claim
- ADF4001-0110 - Schedule of Forms
- LSC0001-0219 - Life Sciences General Liability Coverage Form - Claims Made
- AHL2016-0110 - Annual Aggregate Deductible
- LSC2013-0713 - Aggregate Limit Supplementary Payments In Addition to the Limits of Insurance (Life Sciences General Liability)
- LSC2027-0518 - Endorsement - Cannabis Testing Operations
- AHL4009-0413 - Minimum Policy Premium
- LSC4001-0617 - Life Sciences - Composite Rate Endorsement
- ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
- AHL3001-0110 - Exclusion - Products/Completed Operations Hazard
- LSC3001-0713 - Additional Exclusions- Life Sciences
- LSC3009-0713 - Exclusion - Transmissible Spongiform Encephalopathy (TSE)
- LSC3019-0815 - Exclusion - Business Conduct
- LSC5004-0713 - Additional Insured - Managers or Lessors of Premises
- ADF9010-0115 - Notice of Terrorism Insurance Coverage
- IL0985-0115 - Disclosure Pursuant to Terrorism Risk Insurance Act
- ADF9004-0110 - Signature Endorsement
- ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

LIFE SCIENCES GENERAL LIABILITY COVERAGE FORM—CLAIMS MADE

THIS IS A CLAIMS MADE POLICY. THE COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF DAMAGES AND SUPPLEMENTARY PAYMENTS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words “you” and “your” refer to the “named insured” shown in the Declarations, and any other person or organization qualifying as a “named insured” under this Policy. The words “we”, “us” and “our” refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the “insured” becomes legally obligated to pay as “damages” because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the “insured” against any “suit” seeking those “damages”. However, we will have no duty to defend the “insured” against any “suit” seeking “damages” for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any “claim” or “suit” that may result. But:

(1) The amount we will pay for “damages” is limited as described in Section III – **LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to “bodily injury” and “property damage” only if:

(1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(2) The “bodily injury” or “property damage” did not occur before the “retroactive date”, if any, shown in the Declarations or after the end of the “policy period”; and

(3) A “claim” for “damages” because of the “bodily injury” or “property damage” is first made against any “insured”, in accordance with Paragraph c. below, during the “policy period” or any Extended Reporting Period we provide under Section VI – Extended Reporting Period.

- c. All “claims” for “damages” because of “bodily injury” to the same person, including “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any “insured”.

All “claims” for “damages” because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any “insured”.

- d. For the purposes of this insurance, all “bodily injury” or “property damage” logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice or decision will be deemed to have first taken place at the time the first of such “bodily injury” or “property damage” took place. All such “bodily injury” or “property damage” will be deemed to be the same “bodily injury” or “property damage” even though the nature and extent of any resulting injury or damage may change and even though the resulting injury or damage may be continuous, progressive, cumulative, changing or evolving, and even though the resulting injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm.
- e. Where there is no coverage under this Policy, there is no duty to defend.

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

b. Liquor Liability

“Bodily injury” or “property damage” for which any “insured” may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

c. Employer's Liability

“Bodily injury” to:

- (1) An “employee” of the “insured” arising out of and in the course of:
 - (a) Employment by any “insured”; or
 - (b) Performing duties related to the conduct of any “insured's” business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies whether an “insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury and to liability assumed under any contract or agreement.

The word “employee” as used in this exclusion includes any member, associate, “leased worker”, contract worker, casual worker, “temporary worker” or any persons loaned to or volunteering services to you.

d. Absolute Pollution and Pollution Related

- (1) Any “claim” or “suit” for “bodily injury” or “property damage” or other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

Pollution/environmental impairment/contamination or any expenses or any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising out of or alleged to have arisen out of same. All liability and expense arising out of or related to any form of pollution, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any “insured” or any person or entity, is excluded throughout this Policy.

- (2) Any “damages”, “claim”, or “suit” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” including but not limited to any:

- (a) “Bodily injury” or “property damage” or other injury or damages for the devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
- (b) Any loss, cost, expense, fines and/or penalties arising out of any (i) request, demand, order, governmental authority or directive that of any private party or citizen action that any “insured”, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess same, the effects of “pollutants”, environmental impairments, contaminants or (ii) any litigation or administrative procedure in which any “insured” or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of “pollutants”, environmental impairments, or contaminants into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when.

These exclusions apply regardless of whether:

- (1) Injury or damage claimed is included within the “products-completed operations hazard” of the Policy; or
- (2) An alleged cause for the injury or damage is the “insured's” negligent hiring, placement, training, supervision, retention, act, error or omission.

e. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any “insured”. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any “insured”.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the “insured”;
- (4) “Bodily injury” or “property damage” arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

f. Mobile Equipment

“Bodily injury” or “property damage” arising out of:

- (1) The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any “insured”; or
- (2) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

g. Damage To Property

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the “insured”;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented to You as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

h. Damage To Your Product

“Property damage” to “your product” arising out of it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

j. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

k. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

m. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions **b.** through **k.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE.**

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those "damages". However, we will have no duty to defend the "insured" against any "suit" seeking "damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any "claim" or "suit" that may result. But:
 - (1) The amount we will pay for "damages" is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE;** and
 - (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to “personal and advertising injury” caused by an offense arising out of your business, but only if:
 - (1)** The offense was committed in the “coverage territory”;
 - (2)** The offense was not committed before the “retroactive date”, if any, shown in the Declarations or after the end of the “policy period”; and
 - (3)** A “claim” for “damages” because of the “personal and advertising injury” is first made against any “insured”, in accordance with Paragraph **c.** below, during the “policy period” or any Extended Reporting Period we provide under Section **VI** – Extended Reporting Periods.
- c.** All “claims” for “damages” because of “personal and advertising injury” to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those “claims” is made against any “insured”.
- d.** For the purposes of this insurance, all offenses logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice or decision will be deemed to have first taken place at the time the first of such offenses took place. All such offenses will be deemed to be the same offense even though the nature and extent of any resulting injury may change and even though the resulting injury may be continuous, progressive, cumulative, changing or evolving, and even though the resulting injury may be or may involve a continuous or repeated exposure to substantially the same general harm.
- e.** Where there is no coverage under this Policy, there is no duty to defend.

2. Exclusions applicable to Coverage B

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

“Personal and advertising injury” caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Retroactive Date

“Personal and advertising injury” arising out of oral or written publication of material whose first publication took place before the Retroactive Date shown in the Declarations.

d. Breach Of Contract

“Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another's advertising idea in your “advertisement”.

e. Quality Or Performance Of Goods – Failure To Conform To Statements

“Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”.

f. Wrong Description Of Prices

“Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

g. Insureds In Media And Internet Type Businesses

“Personal and advertising injury” committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of web-sites for others; or
- (3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a., b.** and **c.** of “personal and advertising injury” under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

h. Electronic Chat Rooms Or Bulletin Boards

“Personal and advertising injury” arising out of an electronic chat room or bulletin board the “insured” hosts, owns, or over which the “insured” exercises control.

i. Unauthorized Use Of Another's Name Or Product

“Personal and advertising injury” arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

j. Pollution

“Personal and advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

k. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

l. Access Or Disclosure Of Confidential Or Personal Information

“Personal and advertising injury” arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

ADDITIONAL EXCLUSIONS – COVERAGES A AND B (the following exclusions apply to both BODILY INJURY AND PROPERTY DAMAGE LIABILITY and PERSONAL AND ADVERTISING INJURY LIABILITY)

This insurance does not apply to:

a. Prior Or Known Claims

Any prior or known claims:

- (1) Disclosed in the application for this Policy;
- (2) Disclosed to any other insurance company or other source from which payment might be made prior to the effective date of the “policy period” of the first policy issued by us;
- (3) Based on, arising out of or resulting from:
 - a. An “occurrence” or offense, any portion of which took place prior to the “retroactive date” specified for the “named insured”;
 - b. Any act, omission or circumstance that could reasonably have been foreseen to give rise to a “claim” prior to the effective date of the “policy period” of the first policy in a series of continuous policies issued by us; or
 - c. Proceedings that were initiated against any “insured” prior to the effective date of the “policy period” of the first policy in a series of continuous policies issued by us.

b. Criminal Acts

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of any criminal act, including but not limited to abuse, molestation or fraud, committed by or at the direction of the “insured”.

c. Dishonest, Fraudulent Or Malicious Acts

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of any dishonest, fraudulent or malicious act, including reckless violation of any statute, or any act deemed uninsurable by law, committed by or at the direction of any “insured”.

d. Professional Services

“Bodily injury”, “property damage” or “personal and advertising injury” that results from the performance of or failure to perform professional services.

e. Fee Dispute

Any commingling, conversion, embezzlement or misappropriation of, inability or failure to pay, collect or return, any money or fees for services.

f. Laws

Violation of any laws including:

- (1) Any workers’ compensation, disability benefits or unemployment compensation law, social security or similar law;
- (2) Employee Retirement Income Security Act of 1974 (ERISA) including any fiduciary liability or liability due to the administration of any employee benefit plan; the Fair Labor Standards Act; the National Labor Relations Reconciliation Act of 1938; the Consolidated Omnibus Budget Reconciliation Act of 1985; or the Occupational Safety and Health Act;
- (3) Any Medicare or Medicaid regulations;
- (4) Any Health Insurance Portability and Accountability Act (HIPAA) or Americans with Disabilities Act (ADA) rules, regulations or laws; or
- (5) Any rules or regulations promulgated under any of the foregoing, amendments thereto, or any similar provisions of any federal, state or local laws.

g. Distribution Of Material In Violation Of Statutes

Violation of The Telephone Consumer Protection Act (TCPA), The CAN-SPAM Act of 2003, the Fair Credit Reporting Act (FCRA), the Fair and Accurate Credit Transaction Act (FACTA) and any amendments to such law; and including violation of any other statute, ordinance or regulation that limits or prohibits the printing, dissemination, disposal, collecting, recording, transmitting, communicating, sending or distribution of any material or information.

h. Abuse Or Molestation

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

- (1) Any conduct, physical act, gesture, sexual contact (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual abuse, sexual harassment or exploitation, harmful, unwanted or offensive contact or spoken or written words of a sexual or physically violent nature whether provoked or unprovoked;
- (2) The “insured’s” actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any “employee”, “insured” or person for whom the “insured” is legally responsible and whose conduct falls within paragraph (1) above; or
- (3) The failure to provide an environment safe from or warn of the dangers of, or prevent or fail to report to the proper authorities, any conduct described in paragraph (1) above.

i. Contractual Liability

“Bodily injury”, “property damage” or “personal and advertising injury” for which the “insured” is obligated to pay “damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “damages”:

- (1) that the “insured” would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

j. Communicable Disease

“Bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of, related to, or, in any way involving any form of communicable disease, including any form of inhalation of, absorption of or contact with communicable disease. This exclusion includes but is not limited to:

- (1) Any sexually transmitted disease;
- (2) Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus or any other communicable disease;
- (3) The failure to provide an environment safe from or the failure to warn of the dangers of communicable diseases or their transmission to others;

- (4) The prevention or suppression, or the failure to prevent or suppress communicable diseases or their transmission to others;
- (5) The reporting or failure to report to the proper authorities; or
- (6) The negligent hiring, employment, training, supervision, or retention of any "insured", "employee", agent or other person with respect to items (1) through (5) above.

k. Fungi And Bacteria

"Bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from:

- (1) Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of "fungi or bacteria" in any manner or form whatsoever;
- (2) The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;
- (3) The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or
- (4) The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the "named insured", including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other "claim", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from "fungi or bacteria".

This exclusion does not apply to any "fungi or bacteria" that are, are on, or are contained in, a good or product intended for bodily consumption.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

l. Insured Vs. Insured

Any "claim" or "suit" for "bodily injury", "property damage" or "personal and advertising injury" brought by one "insured" against any other "insured".

m. Other Coverage Form

"Bodily injury", "property damage" or "personal and advertising injury" which is also covered under any insuring agreement of any other Coverage Form attached to this Policy.

n. Lead, Asbestos, Silica

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving asbestos, lead or silica, including any claim or suit for expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead or silica. With respect to silica, this exclusion does not apply to injury or damages caused by "your products" that are in compliance with Title 21 Code of Federal Regulations, Part 172, Subpart E, or to materials that are used as packaging of "your products".

This exclusion applies to:

- (1) Any "bodily injury", "property damage" or "personal and advertising injury" of any type arising out of the inhalation, ingestion, exposure to, degradation of, absorption of, or toxic substance from asbestos, lead or silica in any form or from any goods, products or structures containing same; or
- (2) The existence of or degradation of asbestos, lead or silica in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, or removal of same or goods or products containing asbestos, lead or silica.

o. Discrimination

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

p. Employment Practices

Liability for employment-related practices, regardless of allegations, nor to any expenses nor to any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:

- (1) Refusal to employ or termination of employment;
- (2) Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment-related practices, policies, acts or omissions; or
- (3) Consequential "bodily injury" or "personal and advertising injury" as a result of (1) or (2) above.

q. Nuclear, Biological or Chemical Materials

Any "claim" or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of or relating to any activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that involves the use, re-release, dispersal, discharge, escape or application of:

- (1) Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
- (2) Pathogenic or poisonous biological or chemical materials.

r. War

Any "claim" or "suit" for "bodily injury", "property damage" or "personal and advertising injury" or other injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

- (1) Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
 - a. Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - b. Military or naval or air forces, or
 - c. An agent of a. or b. above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- (2) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

s. Classification Limitation

Locations and operations that are not described on the Declarations page(s) of this Policy or in an endorsement to this Policy. If any location(s) and or operation(s) are not described, they are not covered.

t. FDA Limitation

Any "claim" or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of products manufactured, sold, handled, or distributed by you or by others trading under your name:

- (1) and which are subject to approval by, but prior to sale or distribution have not yet been approved by the U.S. Food and Drug Administration (FDA); or
- (2) the use of which is contrary to or is not approved by the U.S. Food and Drug Administration (FDA) regulations.

However, this exclusion does not apply to "your products" which are manufactured solely for use in U.S. Food and Drug Administration approved "human clinical trials" to which this insurance applies.

"Human clinical trials" means any study conducted on human subjects to discover or verify clinical data, including the testing of "material" upon or within human subjects to establish the effectiveness of, safety of or to provide clinical data for the assessment of such "material".

"Material" means articles or substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, including without limitation, drugs, biologics, vaccines, tissues, genetic materials, devices and therapies, cellular therapies, blood and blood products and allergenics.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any "claim" we investigate or settle or any "suit" against an "insured" we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the “insured” at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the “insured” in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.
- f. Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the limits of insurance.

- 2. If we defend an “insured” against a “suit” and an indemnitee of the “insured” is also named as a party to the “suit”, we will defend that indemnitee if all of the following conditions are met:
 - a. The “suit” against the indemnitee seeks “damages” for which the “insured” has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
 - b. This insurance applies to such liability assumed by the “insured”;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the “insured” in the same “insured contract”;
 - d. The allegations in the “suit” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the “insured” and the interests of the indemnitee;
 - e. The indemnitee and the “insured” ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend the “insured” and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the “suit”;
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “suit”;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the “suit”; and
 - (b) Conduct and control the defense of the indemnitee in such “suit”.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you are an “insured”, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an “insured”. Your members, your partners, and their spouses are also “insureds”, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an “insured”. Your members are also “insureds”, but only with respect to the conduct of your business. Your managers are “insureds”, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an “insured”. Your “executive officers” and directors are “insureds”, but only with respect to their duties as your officers or directors. Your stockholders are also “insureds”, but only with respect to their liability as stockholders.
 - e. A trust, you are an “insured”. Your trustees are also “insureds”, but only with respect to their duties as trustees.
- 2. Each of the following is also an “insured”:
 - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are “insureds” for:

- (1)** “Bodily injury” or “personal and advertising injury”:
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services.
- (2)** “Property damage” to property:
 - (a)** Owned, occupied or used by,
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
- c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a “named insured” in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a.** “Insureds”;
 - b.** Claims made or “suits” brought; or
 - c.** Persons or organizations making claims or bringing “suits”.
- 2.** The General Aggregate Limit is the most we will pay for the sum of:
 - a.** “Damages” under Coverage **A**, except “damages” because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - b.** “Damages” under Coverage **B**; and
 - c.** Supplementary Payments.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for “damages” and Supplementary Payments because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all “damages” and Supplementary Payments because of all “personal and advertising injury” sustained by any one person or organization.
- 5.** Subject to **2.** or **3.** above, whichever applies, the Each Claim Limit is the most we will pay for the sum of:
 - a.** “Damages” under Coverage **A**; and
 - b.** Supplementary Payments
 because of all “bodily injury” and “property damage” arising out of any one “occurrence”.
- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for “damages” because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of this Coverage Form apply separately to each "policy period" and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

All "claims" based upon logically or causally connected injury or damage or offenses shall be deemed to constitute a single "claim" and be subject to a single Each Claim Limit of Insurance.

Stacking of the Limits of Insurance of any one Coverage Form of this Policy with the Limits of Insurance of any other Coverage Form of this Policy is not permitted.

7. Deductible

We shall only be liable for those amounts payable as "damages" and Supplementary Payments incurred in the defense of a "claim" or "suit" which are in excess of the applicable deductible stated in the Declarations.

- a. We shall have no obligation to make payments within the deductible and then seek reimbursement from the "insured". However, we may at our discretion pay any part or all of the deductible amount to effect the settlement of a "claim" or "suit" and, upon notification of the action taken, you shall reimburse us within thirty (30) days of the notification for such part of the deductible amount as has been paid by us.
- b. The deductible amount reduces the Limit of Insurance payable under this Policy.
- c. The deductible amount applies to "damages" and Supplementary Payments and shall be applicable to each "claim".

SECTION IV –GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Coverage Form.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an "occurrence" or offense is not notice of a "claim".

b. If a "claim" is received by any "insured", you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved "insured" must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply.

d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the "insured" of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance.

4. Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover, this insurance is excess over any other valid insurance, whether such insurance is considered contributory, excess, primary or otherwise, unless such insurance specifically applies in excess of this Policy.

When this insurance is excess, we will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit".

5. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. Premium shown in this Coverage Form as advance premium is a deposit premium only. We may examine and audit your books and records as they relate to this Policy at any time during the "policy period" and up to three years afterward.
- c. The first "named insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this Policy, you agree that:

- a. The application, and all other information and statements provided to us are true, accurate and complete and that the application and all such information and statements are made part of this Policy;
- b. The application, and all other information and statements provided to us are representations and warranties made to us on behalf of all "insureds";
- c. This Policy has been issued in reliance upon the truth and accuracy of those representations and warranties; and
- d. Concealment, misrepresentation or fraud in the procurement of this Policy which, if known by us, would have led us to refuse to enter into this contract at its current terms, conditions or pricing, or to provide coverage for a "claim" hereunder, will be deemed material and this Policy shall be void. In such an event, the Company shall have no obligation to return any portion of the premium.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first "named insured", this insurance applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

9. Cancellation

- a. The first "named insured" shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first "named insured" written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first "named insured's" last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- e. If this Policy is cancelled, we will send the first "named insured" any refund due subject to the minimum earned premium provisions of the Policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first "named insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

10. Non-Renewal

- a. If we elect not to renew this Policy we shall mail written notice to the first "named insured" at the address shown in the declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the "policy period".
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

12. Deterrence of Loss

In the event of an "occurrence" or a "claim" involving the operations, premises, goods or products covered by this insurance, the "insured" shall promptly, at the "insured's" expense, take any and all reasonable steps to prevent additional "bodily injury", "property damage" or "personal and advertising injury" arising out of the same or similar circumstances.

13. Material Changes in Operations, Products or Premises

This Policy contains all the agreements between you and us concerning the insurance afforded. The first "named insured" shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

The "insured" shall report promptly to us any material changes, as described below, in operations, products or premises and we reserve the right to adjust the premium and/or Deductible based upon the material changes from the time the Policy was originally underwritten. You agree to report the following:

- a. Any material changes in operations which are not currently included in the Description of Operations on the Declarations.
- b. Any material changes in manufacturing or servicing operations which will result in a twenty-five percent (25%) or more annual increase in gross revenues and/or payrolls.
- c. Any material changes in premises requiring structural alterations, or acquisition of additional premises, locations or operations.

14. Newly Acquired Entities

To request coverage for newly acquired entities, you must report any entity you acquire after the inception date of this Policy to us and request coverage for such entity. Coverage will apply only if we agree to provide such coverage by issuing an endorsement to the Policy.

15. Binding Arbitration

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this Policy, including whether an entity or person is a "named insured", an "insured", an additional insured, or entitled to coverage under the Supplementary Payments provisions of this Policy or the effect of any applicable statutes or common law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this Policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from

which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration.

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16. Fraudulent Acts

If any "insured" commits fraud in connection with any "claim" submitted to the Company, this insurance shall become void from the date such fraudulent "claim" is submitted. In such event, the Company shall have no obligation to return any portion of the premium.

17. Assignment Of Interest Limitation

Assignment of interest by you under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy.

SECTION V—CLAIM REPORTING PROVISION

The "insured" shall give to the Company written notice in accordance with the Duties in the Event of Occurrence, Offense, Claim or Suit Condition, of any "claim" first made against the "insured" during the "policy period" or the Extended Reporting Period, if applicable.

SECTION VI—OPTIONAL EXTENDED REPORTING PERIOD

If this Policy is cancelled or non-renewed for reasons other than non-payment of premium or non-payment of deductible, non-compliance with the Policy's terms and conditions, or for misrepresentation or fraud; or we renew or replace this Coverage Form with insurance that has a "retroactive date" later than the date shown in the Declarations of this Coverage Form; or that does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis; then you shall have the right to purchase an Extended Reporting Period endorsement subject to all the terms and conditions of this Policy and as described below:

1. The "named insured" shall have the right to purchase an Extended Reporting Period during which you may report to us a "claim" that is first made against any "insured" during the "policy period" or such Extended Reporting Period and that results from "bodily injury" or "property damage" that takes place or "personal and advertising injury" caused by an offense committed, subsequent to the Policy "retroactive date" and before the end of this "policy period" and to which this Policy applies.
2. The Extended Reporting Period is provided by endorsement for an additional premium computed as a percentage of the combined sum of the Policy premium and any premium adjustments by endorsement, not including a cancellation endorsement if applicable. The premium for the Extended Reporting Period is deemed fully earned and is non-refundable the first day the Extended Reporting Period is effective.
3. Once in effect, the Extended Reporting Period may not be cancelled by you or us.
4. You must provide us a written request for the Extended Reporting Period endorsement and pay any premium due within thirty (30) days after the end of the "policy period". The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

Any change to this Policy's premiums, limits or terms, or to the premium, limits or terms of a renewal policy do not constitute a refusal to renew.

The Limit of Insurance for “claims” made during the Extended Reporting Period is considered part of, and is not in addition to, the Limit of Insurance referenced in **SECTION III: LIMITS OF INSURANCE AND DEDUCTIBLE**. The fact that the period during which “claims” may be first made and reported to us under this Policy is extended by activation of the Extended Reporting Period does not in any way increase or reinstate the available limits of insurance of this Policy.

If purchased, the Extended Reporting Period does not apply to any “claim” or “suit” that is covered in whole or in part under any other insurance, except for insurance purchased specifically to apply as excess over this Policy. This applies, whether that other insurance is issued by the Company or any other insurer, and to any “claim” or “suit” that would be covered by that other insurance but for the exhaustion of the limit of insurance or but for the failure of any “insured” to comply with the terms and conditions of that other insurance.

SECTION VII– DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Claim" means a written demand for monetary "damages".
5. "Damages" means judgments, awards and settlements that the "insured" becomes legally obligated to pay as a result of a covered "claim". "Damages" do not include declarative, injunctive or other non-pecuniary or equitable relief, punitive or exemplary damages, or the amount of any multiplied damages awarded that is in excess of the damage award so multiplied.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communicationprovided the "insured's" responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in **a.** above.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

10. “Insured” means any person or entity qualifying as such under **SECTION II: WHO IS AN INSURED.**

11. “Insured contract” means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- e.** An elevator maintenance agreement.

12. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.

13. “Loading or unloading” means the handling of persons or property:

- a.** After being moved from the place where accepted for movement into or onto an aircraft, watercraft or “auto”;
 - b.** While in or on an aircraft, watercraft or “auto”; or
 - c.** While being moved from an aircraft, watercraft or “auto” to the place where finally delivered;
- but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.

14. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered “autos”.

15. "Named insured" means a person or entity specifically identified as a "named insured" in the Declarations or in an endorsement to this Policy.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
18. "Policy Period" means the period shown in the Declarations, unless the Policy is terminated at an earlier date.
19. "Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.
20. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any "insured";
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a Policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

22. "Retroactive date" means the date specified in the Declarations or endorsements to this Policy after which "bodily injury", "property damage" must take place or an offense must be committed.
23. "Suit" means a civil proceeding in which "damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged.
24. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
26. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
27. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and
 - (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

1. The insurance does not apply:
- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to “property damage” to such “nuclear facility” and any property thereat.

2. As used in this provision:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material”, “special nuclear material” or “by-product material”.

“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material **(a)** containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and **(b)** resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

(a) Any “nuclear reactor”;

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing “spent fuel”, or **(3)** handling, processing or packaging “waste”;

(c) Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Property damage” includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANNUAL AGGREGATE DEDUCTIBLE

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

ANNUAL AGGREGATE DEDUCTIBLE LIMITS

Professional Liability Coverage	General Liability Coverage	Products/Completed Operations Coverage
	\$25,000	

The Deductible(s) stated in this Policy will be subject to the Annual Aggregate Deductible Limits as shown in the Schedule above. The amount(s) shown in the Schedule above will be the maximum amount the "named insured" is responsible to pay in deductibles for each Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT SUPPLEMENTARY PAYMENTS IN ADDITION TO THE LIMITS OF INSURANCE (LIFE SCIENCES GENERAL LIABILITY)

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modified insurance provided under the following:

LIFE SCIENCES GENERAL LIABILITY COVERAGE

SCHEDULE	
Aggregate Limit on Supplementary Payments	\$1,000,000

This Policy is amended to provide for payment of an Aggregate Limit on Supplementary Payments amount payable in addition to the Limit of Insurance.

Supplementary Payments shall reduce the Limit of Insurance of this Policy after such payments paid or authorized by us have first exhausted the Aggregate Limit on Supplementary Payments amount shown in the Schedule above. Upon exhaustion of the Aggregate Limit on Supplementary Payments, all additional Supplementary Payments shall reduce the Limit of Insurance and shall first be subtracted from the Limit of Insurance with the remainder, if any, being the amount available to pay "damages" to which this insurance applies.

Our duty to defend any claim or "suit" or to pay any settlement, judgment or award ends after we have paid the applicable Limit of Insurance as set forth in this Policy, regardless of whether or not the Aggregate Limit on Supplementary Payments has been exhausted. Upon exhaustion of the Limit of Insurance of the Policy by payment of settlements, judgments, awards, or because Supplementary Payments have reduced the Limit of Insurance, or any combination thereof, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you, regardless of whether or not the Aggregate Limit on Supplementary Payments has been exhausted. You agree to accept such tender as a condition of this Policy.

SECTION I- COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY 1. Insuring Agreement, a. (2) is deleted and replaced with the following:

- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B regardless of whether or not the Aggregate Limit on Supplementary Payments has been exhausted.

The last sentence in section 1. of the **SUPPLEMENTARY PAYMENTS- COVERAGE A AND B** provision is deleted and replaced with the following:

The amount we will pay for Supplementary Payments will not reduce the Limit of Insurance until we have paid the full amount of the Aggregate Limit on Supplementary Payments. Upon exhaustion of this Aggregate Limit on Supplementary Payments, any additional Supplementary Payments will reduce the Limit of Insurance.

Paragraphs 2., 3., 4., and 5. of **SECTION III- LIMIT OF INSURANCE AND DEDUCTIBLE**, are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
- "Damages" under Coverage A, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - "Damages" under Coverage B; and

- c. All Supplementary Payments made after the exhaustion of the Aggregate Limit on Supplementary Payments.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for "damages" and all Supplementary Payments made after the exhaustion of the Aggregate Limit on Supplementary Payments, because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "damages" and all Supplementary Payments made after the exhaustion of the Aggregate Limit on Supplementary Payments, because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence/Each Claim Limit as shown in the Declarations is the most we will pay for the sum of all "damages" under Coverage **A** because of all "bodily injury" and "property damage" and all Supplementary Payments made after the exhaustion of the Aggregate Limit on Supplementary Payments, arising out of any one "occurrence".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT - CANNABIS TESTING OPERATIONS

Attached To and Forming Part of Policy 0100092948-0	Effective Date of Endorsement 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	Named Insured Aries Laboratories LLC
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

LIFE SCIENCES GENERAL LIABILITY COVERAGE

"Professional services" means:	Testing of Cannabis for Potency, Solvents, & Pesticides
Cut-Off Date:	07/31/2019

WARRANTY

As a condition for this insurance, you are required to and warrant that for the duration of this "policy period" your cannabis or cannabis-related testing operation shall be in full compliance with all state or local licensing or permitting requirements for the operation of a cannabis or cannabis-related testing operation. We will not pay for any damages for "bodily injury", "property damage" or "personal and advertising injury" if this condition is not fully satisfied.

The **DEFINITIONS** Section of this Policy is amended as shown below:

The definition of "occurrence" is deleted and replaced by the following:

"Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. Acts, errors or omissions in the rendering or failure to render "professional services".

The following definition is added to the **DEFINITIONS** Section of this Policy:

"Professional services" means those services described in the above Schedule.

SECTION I – ADDITIONAL EXCLUSIONS – COVERAGES A AND B, is amended by deleting the **Professional Services** exclusion.

SECTION I – ADDITIONAL EXCLUSIONS – COVERAGES A AND B is amended by adding the following exclusions:

This insurance does not apply to:

Health Care Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" that results from any actual or alleged performance of or failure to perform any health care professional services or treatments of any type, including but not limited to:

- (1) The rendering or failure to render any medical consulting services, medical advice, medical treatment, or wellness advice; or
- (2) The negligent hiring, employment, training, supervision, or retention or any employee or agent of any insured with respect to item 1. above.

Licensing Non-Compliance

Any claim or "suit" for "bodily injury" or "property damage" or "personal and advertising injury" arising out of, related to or in any way involving any cannabis or cannabis-related product when any required license or permit is not in full force and effect.

Professional Services Before Cut-off Date

Any acts, errors or omissions in the rendering or failure to render "professional services" that begin or take place before the Cut-off Date shown in the above Schedule.

Impairment

Any claim or suit for "bodily injury", "property damage" or "personal and advertising injury" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication or impairment of any person who operates, maintains or uses any "auto", "mobile equipment" or other motorized vehicle of any type; or
- (2) The furnishing of cannabis or cannabis-related products to a person under the legal age or under the influence of cannabis or cannabis-related products; or
- (3) Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of cannabis or cannabis-related products.

Cannabis Health Hazard

- (1) Any claim or "suit" arising directly or indirectly out of, related to, or, in any way involving the actual or alleged emergence, contraction, aggravation or exacerbation, or the threat or fear of the emergence, contraction, aggravation or exacerbation, of any form of cancer, respiratory disease, cardiovascular disease, neurological disease, mental illness, birth defect, or cannabinoid hyperemesis syndrome, as a result of the use or consumption of, or exposure to any cannabis or cannabis-related product.
- (2) Any claim, "suit", or class action whether or not certified as such, arising directly or indirectly out of, related to, or, in any way involving the use or existence of any cannabis or cannabis-related product and that:
 - a. Seeks recovery of economic costs including costs for medical monitoring or for medical, police or emergency services;
 - b. Alleges interference with a right common to the general public, including but not limited to claims for nuisance;
 - c. Alleges damages or seeks injunctive relief arising from the marketing, distribution or other sales or similar practice; or
 - d. Alleges damages or seeks injunctive relief arising from the testing of any cannabis or cannabis-related product or the failure to issue warnings or the issuance of inadequate warnings.
- (3) Any claim, "suit", or class action whether or not certified as such, arising directly or indirectly out of, related to, or, in any way involving the use or existence of any cannabis or cannabis-related product, and which is brought by any municipality, county, state, federal or other governmental entity, public foundation, special interest group, non-profit organization or other similar entity, group or individual who has not himself or herself suffered "bodily injury".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM POLICY PREMIUM

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

A.	Minimum and Deposit Premium:	100%
B.	Percentage of Minimum Premium retained:	25%

This endorsement sets forth the minimum earned premium for this policy. The minimum earned premium for this policy is calculated as follows:

1. The minimum and deposit premium for this policy is shown in item A. of the Schedule above and is a percentage the total policy premium shown on the Declarations page of the policy plus any premium adjustments by endorsements and any additional premium developed by audit.
2. Audits that indicate a return premium will not reduce the minimum premium stated in paragraph 1. above.
3. If the insured cancels this policy and the policy **is not** subject to audit, the return premium will be 90% of the unearned policy premium, however in no event will the Company retain less than the percentage that is shown in item B. of the Schedule above of the minimum premium described in paragraph 1. above.
4. If the insured cancels this policy and the policy **is** subject to audit, the earned premium will be determined by final audit however in no event will it be less than the percentage that is shown in item B. of the Schedule above of the minimum premium described in paragraph 1. above.
5. If the Company cancels the policy for any reason other than nonpayment of premium then the insured will be returned the full amount of the unearned premium as determined by premium audit and without any minimum premium restrictions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIFE SCIENCES - COMPOSITE RATE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

Rate: \$16.50	Premium Basis: per \$1,000 Gross Sales
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- A. The premium stated in the Declarations of this policy is an estimated premium only. Upon expiration or cancellation of the policy, the earned premium shall be computed by applying the rate shown in the Schedule above as it applies to the premium basis shown in the Schedule above.

If the earned premium thus computed exceeds the estimated premium paid, you shall pay the excess to us.

A complete re-survey of the exposures and revision of rate may be made at any time at our request. You agree to notify us at any time your operations or exposures change.

- B. The first "named insured" must keep records of the information we need for premium computation and send us copies at such times as we may request. We have the right, but not the obligation, to conduct a physical audit of those records needed for premium computation after the expiration of this policy.
- C. Any refusal by you to maintain or provide needed reports or any refusal to allow us to conduct a physical audit of needed records will result in our developing and calculating a final audit premium based on information available to us and without your cooperation and assistance. If final premium audits calculated without your cooperation and assistance result in additional premium owed to us, you are obligated and agree to pay such additional premium.
- D. The basis used for determining the premium charge for each classification indicated in the Classification and Premium section of the Declaration. The definition of each basis of premium is as follows:

1. Area

The total number of square feet of floor space at the insured premises, computed as follows:

- a. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
- (1) Courts and mezzanine types of floor openings.
 - (2) Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
- b. For tenants, determine the area they occupy in the same manner as for entire buildings.
- c. The rates apply per 1,000 square feet of area.

2. Gross Sales

a. Definition

The gross amount charged by the "named insured", concessionaires of the "named insured" or by others trading under the insured's name for:

- (1) All goods or products, sold or distributed;

- (2) Operations performed during the “policy period”;
- (3) Rentals; and
- (4) Dues or fees.
- b. Inclusions
The following items shall not be deducted from gross sales:
 - (1) Foreign exchange discounts;
 - (2) Freight allowance to customers;
 - (3) Total sales of consigned goods and warehouse receipts;
 - (4) Trade or cash discounts;
 - (5) Bad debts; and
 - (6) Repossession of items sold on installments (amount actually collected).
- c. Exclusions
The following items shall be deducted from gross sales:
 - (1) Sales or excise taxes which are collected and submitted to a governmental division;
 - (2) Credits for repossessed merchandise and products returned;
 - (3) Allowances for damaged and spoiled goods;
 - (4) Finance charges for items sold on installments;
 - (5) Freight charges on sales if freight is charged as a separate item on customers invoice;
 - (6) Royalty income from patent rights or copyrights which are not product sales;
 - (7) Rental receipts for products liability coverage only;
 - (8) Intercompany sales—sales which are collected by a “named insured” under this Policy from another “named insured” under this Policy; and
 - (9) Chargebacks—sales price reduction amounts that apply when your customer is required by Medicare, Medicaid or a private health Insurance contract to sell your product at a reduced contractual price.
- d. Application
The rates apply per \$1,000 of Gross Sales.

3. Participants

- a. Definition
The total annual number of individuals who enroll as test subjects in clinical trials covered during the “policy period”.
- b. Inclusions
The following people shall be included as a participant:
 - (1) Individuals who participate in a pre-trial evaluation to determine acceptance into the trial based on inclusion/exclusion criteria.
 - (2) Individuals who enroll as a test subject and abandon the study at any time.
- c. Application
The rates apply per Participant.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

A.The following exclusions are added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

TERRORISM PUNITIVE DAMAGES

Damages arising directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definitions are added:

- 1.** For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "personal injury", "injury" or "environmental damage" as may be defined in any applicable Policy.
- 2.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b.** The act resulted in damage:
 - (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and
 - c.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3.** "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.
- D.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies coverage provided under the following:

**ALLIED HEALTH GENERAL LIABILITY COVERAGE
LIFE SCIENCES GENERAL LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any "bodily injury" or "property damage" included within the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS- LIFE SCIENCES

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**ALLIED HEALTH GENERAL LIABILITY COVERAGE
LIFE SCIENCES GENERAL LIABILITY COVERAGE
LIFE SCIENCES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

The following exclusions are added to this Policy:

1. This insurance does not apply to any "claim" or "suit" for "bodily injury", "property damage", "personal injury" or "personal and advertising injury" arising out of, related to, caused by, contributed to by, or in any way connected with the manufacturing, distribution, sale, disposal, testing, handling, application, consumption or use of, or exposure to any of the following, by whatever name manufactured, distributed or sold:
 - a. any of the ingredients or additives listed below;
 - b. any products which contain ingredients or additives similar to the chemical formulary of the ingredients or additives listed below;
 - c. any product, ingredient or additive which is a derivative of an ingredient or additive listed below; or
 - d. any ingredient or additive which is generally known in the trade in which it is used as having a formulation, structure or function similar to those listed below; or
 - e. any product that contains, regardless of the measure or amount, any of the ingredients or additives listed below, regardless of whether or not any of these ingredients or additives contributed to any actual or alleged "bodily injury", "property damage", "personal injury" or "personal and advertising injury":
 - (1) Birth Control or fertility drugs, medications or devices
 - (2) Bisphosphonates
 - (3) Cisapride
 - (4) Cox -2 Inhibitors including Vioxx, Celebrex and Bextra or other rofecoxib, celecoxib or Valecoxib products
 - (5) Di(2-ethylhexyl) phthalate (DEHP)
 - (6) DES (Diethylstilbestrol and/or Dienestrol)
 - (7) Fenfluramine, Dexfenfluramine
 - (8) Fentanyl
 - (9) Isotretinoin (Accutane)
 - (10) Latex
 - (11) Melamine
 - (12) Metoclopramide
 - (13) Oxycodone (controlled release), Oxycodone Hydrochloride, Oxycontin and its bioequivalent (generic) version
 - (14) Phentermine
 - (15) Phenylpropanolamine (PPA)
 - (16) Silicone
 - (17) Thalidomide

(18) Thimerosal

(19) Troglitazone

2. This insurance does not apply to “bodily injury” or “property damage” arising out of the actual, alleged or threatened hazardous properties of any goods or products declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after they were disposed of, distributed, handled, manufactured or sold; or before such damages were incurred.

However, this exclusion does not apply to “your product”, to which this insurance applies, if it was disposed of, distributed, handled, manufactured and sold before such product was declared unsafe, if it was declared unsafe after the beginning of the “policy period”.

3. This insurance does not apply to “bodily injury” or “property damage” in connection with any “human clinical trial” if such injury or damage arises out of any unapproved exposure to material, upon or within human beings during such a trial, that occurs after any of the following actions by any governmental or regulatory authority having jurisdiction:
 - a. placement of a hold on the trial;
 - b. withdrawal of approval for an Investigational New Drug Application, Investigational Device Exception Application or similar authorization applicable to the trial; or
 - c. order to discontinue the trial.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for "bodily injury", "property damage", "personal injury" or "personal and advertising injury" or any other injury, loss or damage arising directly or indirectly out of, related to, or, in any way involving Transmissible Spongiform Encephalopathy (TSE), including, but not limited to Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease (nv-CJD), Gerstmann-Straussler-Scheinker Encephalopathy or Bovine Spongiform Encephalopathy (BSE), sometimes referred to as mad cow disease.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BUSINESS CONDUCT

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

LIFE SCIENCES GENERAL LIABILITY COVERAGE

The following exclusion is added to this policy:

Business Conduct

This insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving:

- (1) Any actual or alleged anti-trust law violation, unfair competition, price fixing or agreement or conspiracy to restrain trade;
- (2) Any actual or alleged infringement of copyright, patent, trademark, service mark, right of publicity, slogan, trade secret, trade dress, trade name, or other intellectual property;
- (3) Actual or alleged false advertising, false designation of origin, product disparagement, trade libel, or other causes of action arising out of unfair competition;
- (4) Any actual or alleged violation by any "insured", or by anyone with the "insured's" knowledge, of any law or regulation imposing criminal liability; or
- (5) Any products or goods manufactured, sold, handled or distributed or work completed by the "insured" or others operating under the direction or control of the "insured" in violation of any law, statute or ordinance of any federal, state or municipal government, or any agencies thereof, including violations of the Lanham Act or other unfair competition statutes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

LIFE SCIENCES GENERAL LIABILITY COVERAGE
LIFE SCIENCES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured Person(s) or Organization(s)
Blanket - Where Required by Written Contract

- A. **SECTION II- WHO IS AN INSURED** is amended to include any person or organization shown in the above Schedule as an Additional Insured but only for the vicarious liability imposed on the Additional Insured that is solely caused by the ownership, maintenance or use of that part of the premises leased to you by the Additional Insured shown in the above Schedule.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to :
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the above Schedule; or
 - c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
 - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
 2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
- C. Duties of the Additional Insured In the event of an "occurrence", offense, claim or "suit":
1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the policy, any endorsements to the policy and generally applicable rules of law.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED “ACTS OF TERRORISM” WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN “ACTS OF TERRORISM”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Attached To and Forming Part of Policy 0100092948-0	Effective Date of Endorsement 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	Named Insured Aries Laboratories LLC
Additional Premium: \$0	Return Premium: \$0	

SCHEDULE - PART I

Terrorism Premium (Certified Acts)	\$0
The premium amount shown above is the total Certified Acts premium attributable to this Policy. If no premium amount is shown above, no additional premium is attributable to Certified Acts. Additional information, if any, concerning the terrorism premium is shown in this Policy	

SCHEDULE - PART II

Federal Share of Terrorism Losses	85% Year 2015
Federal Share of Terrorism Losses	84% Year 2016
Federal Share of Terrorism Losses	83% Year 2017
Federal Share of Terrorism Losses	82% Year 2018
Federal Share of Terrorism Losses	81% Year 2019
Federal Share of Terrorism Losses	80% Year 2020
(Refer to Paragraph B. in this endorsement.) Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100092948-0	<i>Effective Date of Endorsement</i> 07/31/2019 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Aries Laboratories LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Restricted Access to Age 21 and Older

Indo Laboratories is an independent testing laboratory servicing the medicinal and recreational cannabis industry in the Commonwealth of Massachusetts. As such, the facility is required to follow all guidelines stipulated by the Massachusetts Department of Public Health and Cannabis Control Commission. These regulations state that all employees must be at least 21 years-old, be legally authorized to work in the United States and submit to a CORI background check. All executives of the business have submitted a CORI Acknowledgement Form, IVES Form 4506-T, Disclosure and Acknowledgment Form, and Release Authorization Form.

At any given time, it is strictly prohibited to have anyone on-site who is younger than 21 years old.

Any and all employees or visitors will be required to present valid/current state issued license or Passport to verify age and will be denied access if not 21 years of age or older.

The following will be the only individuals authorized to be in the facility:

1. **Staff:** As stated above, all employees are at least 21 years old, US Citizens and have full criminal background checks
2. **Clients:** All existing and potential clients will be required to present a valid state issued license or passport to verify that they are 21 years of age or older
3. **Utility or Service Technicians and Outside Vendors:** Anyone who performs work or service on-site will be required to present valid identification prior to entering facility and will be denied access if under the age of 21.

Quality Control and Testing Plan

Indo Laboratories is an Independent Testing Laboratory (ITL) operating in Marlborough, Massachusetts. Indo's business is focused on testing all cannabis products consumed in the Commonwealth of Massachusetts. In this mission, Indo must maintain rigorous quality control (QC) procedures through normal daily operations for the analytical equipment performing tests on customers' products. As Indo Lab's core business is testing others' products, the product is a service based on standard analytical processes used in food & beverage, agriculture, and pharmaceutical testing. Therefore, Indo's QC plan centers around instrumentation checks through normal course of business. Below is a summary of the QC procedures conducted on analytical assays and biological testing that satisfies section 7.4 of the ISO 17025:2017 guidelines.

Indo laboratories performs seven different assays in four different analytical systems: UPLC, UPLC/MS, GC/MS, and ICP/MS. Each piece of equipment has different protocols for their various QC procedures; however, they all exhibit the same order of operations to ensure they are operating at peak efficiency and producing accurate results. At the beginning of each day, the instruments are started up and perform a run using a known concentration of a known compound checking instrument functionality. Next, five-point, matrix-matched external calibration curves are added to the analysis software applications. Samples are run in triplicate for the lower, middle, and upper parts of the curve at the beginning, middle, and end of day to ensure the calibration curves are precise throughout the day's activity. Internal standards are added to each sample to correct variations from sample run to sample run. Finally, a control sample with known concentration is run every 50 samples to ensure the daily calibration curve is accurate.

Biological testing for bacteria, fungus, and mold utilizes a different technology platform than the other tests: quantitative or real-time polymerase chain reaction (qPCR). This test requires a different QC approach than the chromatography or mass spectrometry analytical methods. In each testing run on the qPCR, up to 96 different samples are tested at one time. Since each run also tests for multiple different biological contaminants, multiple QC controls can be run simultaneously with the unknown samples. These sample are run in plates that contain 96 wells. For each run, a plate will contain one bacterial positive control, one bacterial negative control, one cannabis positive control, one negative cannabis control, and internal standards in all sample wells. These controls normalize the response from interactions with background materials that could affect the instrumentation.

Revisions 2/5/2020

1. As part of the procedure for checking-in samples, the sample intake technician conducts a visual inspection of each sample. During the inspection of plant material, the technician ensures the material is only the leaves and flowers of the female plant. Additionally, they ensure the material is well cured and free of seeds and stems, free of dirt, debris, and foreign matter. They also check for the presence of mold, fungus, and bacteria contamination. All these materials are handled on lab-grade epoxy benchtops in the secure sample intake room.
2. All agents handling marijuana are required to wear appropriate personal protective equipment. Nitrile gloves, lab coat, and lab glasses are required while in the laboratory area and handling marijuana material. Additional PPE is required for specific activities including handling of cryogenic material, strong acids, and biological material. Additionally, housekeeping procedures ensure clean and disease-free working environments required for food handling workers outlined in 105 CMR 300.00.
3. All agents directly handling marijuana materials shall conform to personal sanitary practices. This includes but is not limited to reasonable bodily cleanliness, clean clothes in good condition with no rips or tears. Agents with longer hair must be pulled back and away from the face. Closed-toe shoes shall always be worn inside the lab area. No loose or flowing clothing shall be worn in the lab. Additionally, all agents are required to wash hands upon entering the lab and again upon exiting the lab area.
4. The laboratory area is equipped with several handwashing stations. These stations are equipped with hot and cold water, soap, and paper towels.
5. All equipment used in the handling and testing of marijuana products is arranged to allow accessible space for maintenance and cleanliness.
6. Through best lab practices and daily checkout procedures, workstation and lab cleanliness are critical functions in all agents with duties in the lab. Through normal course of business, agents are required to maintain a clean workstation free of clutter and debris. Daily checkout procedures include several housekeeping activities that must be completed before leaving for the day. Some of these procedures include properly disposing of trash and disinfecting all benchtop surfaces. Additional housekeeping procedures are carried out weekly including vacuuming and disinfecting all floors in the laboratory area. These functions ensure lab cleanliness.
7. All floors, walls, and ceilings are finished surfaces that can be easily cleaned with traditional cleaners and disinfected with bleach on a regular basis. This allows for ease of cleaning in the case of any chemical spills and prevents growth of bacteria and mold.
8. All equipment and benchtop surfaces are regularly wiped down with 70% IPA during normal daily lab activities. This ensures clean surfaces free of contaminants preventing cross contamination between samples.
9. All items used in the lab including solvents, reagents, samples, etc. are handled in accordance to manufactures' SDS reports utilizing proper equipment and containment procedures. This procedure includes

wearing appropriate PPE, proper labelling of materials, and necessary waste preparations. All SDS are kept in an appropriately labelled binder in the lab area to be viewable by all laboratory agents.

10. The company utilizes the municipal water source shared amongst all businesses on the property. This water supply exceeds the needs of the business.
11. The plumbing supplying the lab is properly sized to deliver the need amount of water for handwashing, glassware cleaning, and general-purpose cleaning. It is also adequately sized for general office purposes: kitchen and lavatories.
12. The company maintains two private, shared restrooms on the premises providing toilet access for all employees.
13. All finished material that is not immediately processed for testing purposes is stored in -20°C freezer to preserve the sample and prevent any biological contamination or chemical degradation. Additionally, all sample retains are stored in a -80°C freezer for up to six months for retesting purposes. During transportation, samples are stored in climate-controlled vehicle set to 20°C.
14. Indo Laboratories does not sell or market cannabis consumer products. The company is an independent testing laboratory that provides testing services to growers and marijuana product producers.
15. The company utilizes a Laboratory Information Management System (LIMS) to organize and manage sample inventory and data reporting. If a sample fails one compliance test, the sample is immediately retested from the source material. If the failure is repeated, the results are published to the company's customer portal, METRC reporting tool, and a notice is sent to the Massachusetts Department of Public Health. This occurs within the 72-hour window outlined in the reporting requirements of 935 CMR 500.160.

Personnel Policies

The Indo Laboratories Personnel Policies establish acceptable workplace guidelines and rules that govern how our company deals with human resource and personnel related issues, and covers three main areas, providing a framework that reflects the intentions and goals of management. The three main topics outlined are:

- Employer Expectations
- Employee Expectations, and
- Administrative Issues.

These three topics are discussed in detail in the employee handbook and offer more specific procedural instructions as well. The Indo Laboratories Employee Handbook outlines the company's expectations of their employees regarding attendance, punctuality, time off, job requirements, Internet use and drug policies. Employee expectations include compensation, salary, benefits, sexual harassment policies, privacy rights, equal opportunity employment and grievance procedures. Administrative issues include the company's policies on communicating disclaimers and changes to the handbook or other policies, proper procedures for documenting workplace injuries, safety and protocol. The handbook also clearly states the company's mission and its desire to promote from within, thereby increasing morale and reducing employee turnover.

Indo Laboratories has one mission: to provide the most comprehensive and stringent testing protocols to the medicinal and recreational cannabis industry. We envision a world where everyone has access to high quality, third party lab-verified cannabis products that have been tested with the highest degree of integrity.

Background Checks

Indo Laboratories is committed to providing a safe, welcoming and energetic place to work. It is the policy of this company to abide by all state and federal guidelines as required under 935 CMR 500.000, which establishes the regulatory requirements for adult-use marijuana in the Commonwealth of Massachusetts. In accordance with the Cannabis Control Commission's regulations, Indo Laboratories will perform background checks on all of its employees immediately after hire, thereby helping to ensure that the same degree of integrity that goes into our testing is matched only by the integrity of our employees. A CORI Acknowledgment Form must be signed by each employee within the first 30 days of the employee's 60-day probationary period, and further employment is subject to the findings of said report.

In accordance with state and federal regulations, the following three additional background authorization forms are required of all managers, executives, and investors directly and indirectly involved with the application and licensing regulations set forth under 935 CMR 500.101(1)(b) :

- IVES Form 4506-T
- Disclosure and Acknowledgement Form
- Release Authorization Form

It is the policy of Indo Laboratories to have all employees, regardless of position, submit the appropriate background authorization forms, and will base employment on the results of these findings.

Revisions 2/1/2020

1) Indo Labs maintains a personnel policy that closely outlines all roles for every agent employed by the company. Each agent employed by the organization has an employment file kept secure in a locked filing cabinet in the HR Manager's office. These employment files contain several different records related to their employment. These documents include, but are not limited to, job description or employment contract, resume or CV, references, yearly performance reviews and necessary background check reports. Additionally, a record of any disciplinary action is maintained. Also maintained in each personnel file is a record of employee trainings including the Notice of Completion for the state's Responsible Vendor Training program. This and other trainings are maintained on their defined schedules through the company's Competence, Awareness, and Training directive (QD-620).

Furthermore, the Personnel Policy outlined in the Quality Management system maintains the organizations org chart and all job descriptions for roles that have been advertised and filled. See figure 1 for the company's organization chart and figure 2 for job descriptions of all personnel currently employed by the organization.

2) Indo Labs is a drug, alcohol, and cigarette-free workplace. For employees who do smoke, there is a designated area of the business park separated from building entrances in compliance with Massachusetts state law. Designated in the employee handbook, no employee is permitted to possess alcohol on the premises. If any employee is determined to be in violation of these guidelines will be subject to review and possible termination. Indo Labs will not tolerate the consumption of drugs on the premises and will dismiss any employee found to possess or be under the influence of any illicit substance while on the premises or operating as a representative agent of the company.

3) All confidential information generated by the business will be kept secure by both digital and physical means. Records considered confidential are all financial records, documents, or other IP generated by the business and its representatives. Information regarding customer data and financial records are managed by the company's LIMS service provider and local server. Both the cloud servers utilized by the LIMS service and the company's local server use industry standard firewall and encryption strategies for securing files and data. Access to the LIMS service and the server are controlled through employee-specific login credentials issued upon hiring. These credentials are administered by senior management and have full traceability and audit control. Any confidential papers records generated during business such as customer information, employment files, and lab notebooks are stored in lockable cabinets accessible only to management and the individuals directly responsible for those records. Financial records are kept in locked storage onsite. Permits and other legally sensitive documents are kept locked in a safe.

4) In the event that any agent has been found to divert marijuana, engage in unsafe practices, or have been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor, Indo Labs will take swift action to dismiss the agent and investigate the incident to document said incident and determine any corrective action necessary to prevent future incidents. Once an incident is reported, senior management, with the assistance of human resources, will meet to assess the situation and agree on a course of action. Shortly following this, the appropriate line manager will be tasked with documenting all activities 48-hours prior to incident. The offending agent will be asked to meet with their line manager and an HR representative to inform them of the situation and provide guidance on their immediate termination. This will involve a supervised closeout procedure to gather personal effects to prevent retaliation. In the case of criminal wrong-doing or suspected wrong-doing, Marlborough Police will be notified with Indo Labs fully participating in any resulting investigation.

Figure 1: Organization Chart

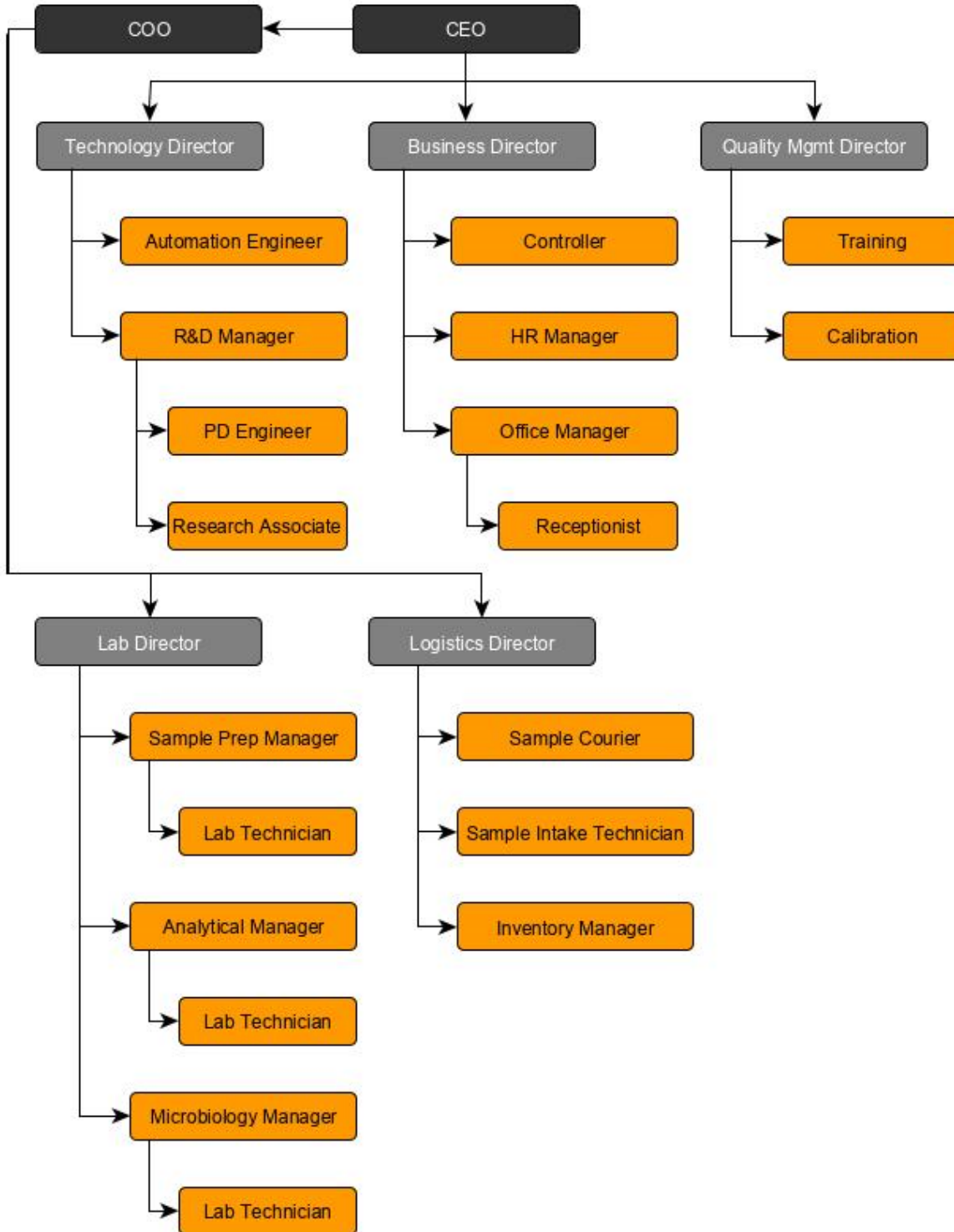


Figure 2: Job descriptions

Technology Director

The Technology Director will possess a diverse technical background including experience with multiple analytical and automation engineering disciplines and methodologies. The Tech Director will work directly with the CEO and COO to define and implement the technology strategy for the Company. The Tech Director will be given a wide breadth of oversight in developing the Company's technology platform better enabling its processes, services, and growth objectives. As such, this position is meant for an innovative, entrepreneurial minded, and dynamic analytical chemist or engineer who has a proven track record of developing technology solutions that enable improved service delivery. The successful candidate will have a passion for process improvement, creating and implementing new systems, and for discovering how to further the Company's business interests through technology.

Responsibilities

- Serve as trusted member of the executive team to develop a clear understanding of business needs, how technology solutions can accelerate growth through efficiency, profitability, and customer satisfaction
- Work with the executive team on the establishment of a technology vision and manage the technology roadmap for the Company
- Liaise and act as technical lead on projects with customers, business partners, and outside vendors
- Work directly with the executive team and lab technicians in developing a scalable process platform to maximize the throughput and consistency of all lab operations
- Coordinate with lab team in developing testing assays that provide maximum throughput and consistency for all products in accordance with client needs
- Continued development and training of laboratory personnel
- Organize and complete all required proficiency testing and documentation to obtain ISO17025/TNI accreditation
- Ensure new projects and technologies adhere to established Quality Systems and are meeting regulatory and licensing compliance requirements
- Assist in development and implementation of new laboratory policies and procedures as needed
- Work with executive team and lab team to continually improve laboratory processes to achieve optimal efficiency, accuracy, and throughput
- Maintain good working relationships, and strong communication channels with other departments to facilitate efficient cross functional duties.

Required Skills & Experience

-
- Bachelor's degree or graduate degree in Analytical Chemistry, Chemistry or related field
 - Minimum 10 years laboratory experience (preferably clinical/diagnostic) with demonstration of good technical skills
 - Minimum 3 years laboratory management experience in a high throughput environment
 - Excellent verbal and written communication skills
 - Demonstrated experience in process improvement
 - Experience in process automation
 - IT Fluency

An opportunity to work in the rapidly growing and exciting industry of legal Cannabis. Massachusetts requires that all cannabis products must be tested by a 3rd party ISO accredited laboratory before they can be sold. Our goal is to be a leading provider of these services and be on the cutting edge of technology and automation to help streamline testing timeframes to meet client demand and set a standard for the industry.

- Be part of a passionate, motivated and kind team that encourages risk-taking, diversity in opinion and personal/professional growth
- A chance to join a high growth company at an early stage and shape the direction of our culture
- Transparency across teams and interaction with multiple departments
- Competitive pay and benefits package

Office Manager Bookkeeper

As an early startup addressing a new industry to the State of Massachusetts, our company is looking for candidates with an innovative and entrepreneurial mindset who can grow with our organization. We are currently seeking an Office Manager Bookkeeper to join our team! You will be responsible for preparing and examining financial records for our company. Additionally, you will work directly with the company executives to manage relationships with company vendors to ensure stable internal operations.

Responsibilities:

- Work with executive team to support transaction accounting and operational expenses
- Obtain and maintain primary financial data for accounting records
- Compute and record transaction data
- Check the accuracy of business transactions
- Liaise with business infrastructure vendors

Qualifications:

-
- Bachelors and 5+ years of experience in accounting, finance, or related fields
 - Previous experience in accounting, finance, or related fields
 - Fundamental knowledge of GAAP
 - Ability to prioritize and multitask
 - Strong organizational skills
 - Deadline and detail-oriented
 - Preferred knowledge of Quickbooks or other accounting software

Chief Operating Officer

The Chief Operating Officer (COO) will oversee the organization's ongoing operations and procedures. They will also be second-in-command to the Chief Executive Officer (CEO) and will be responsible for ensuring the efficient day-to-day operations are in line with the company's strategic goals and vision.

As a key member of the senior management team, the COO maintains control of all components of business operations including, but not limited to, stable operation of the analytical lab, sample delivery services, office management and administration, and business development. This person will be responsible for ensuring all activities advance the company's business interests and drive sustainable growth.

Responsibilities:

- Design and implement business strategies, policies, and procedures
- Set comprehensive goals for performance and growth
- Establish policies that promote company culture and vision
- Oversee daily operations of the company and the work of department heads
- Lead employees to encourage maximum performance and dedication
- Evaluate performance by analyzing and interpreting data and metrics
- Write and submit reports to the CEO in all matters of importance
- Assist CEO in fundraising ventures
- Participate in expansion activities (investments, acquisitions, corporate alliances etc.)
- Manage relationships with partners/vendors

Qualifications:

- Proven experience as Chief Operating Office or relevant role

- Understanding of business functions such as technology, HR, Finance, marketing etc.
- Demonstrable competency in strategic planning and business development
- Experience in fundraising will be a plus
- Working knowledge of data analysis and performance/operation metrics
- Working knowledge of IT/Business infrastructure and MS Office
- Outstanding organizational and leadership abilities
- Excellent interpersonal and public speaking skills
- Aptitude in decision-making and problem-solving
- BSc/BA in Business Administration or relevant field; MSc/MBA is a plus

Analytical Manager

Indo Laboratories is looking for a qualified and passionate scientist to join our laboratory staff in testing cannabis products for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

The Sr. Chemist will be responsible for batching, preparing and loading samples on our instruments to ensure consistent and high-throughput data generation. They will also assist in performing instrument maintenance, sample analysis and data review to ensure timely and accurate compliance testing.

Responsibilities

- Perform sample analysis and data review on client and QC samples utilizing validated analytical methods.
- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.
- Demonstrate ability to multitask and prioritize projects efficiently.
- Maintain a safe, clean, well-organized, and efficient laboratory work environment.
- Remain up-to-date on all SOPs and maintain documentation required for compliance.
- Assist in maintaining the laboratory for ISO accreditation standards and future audits.
- Ensure adequate inventory of laboratory supplies.
- Work and strategize directly with senior leadership on process optimization.

Required Skills & Experience

- Must be at least 21 years of age.

-
- Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.
 - Exceptional wet laboratory technique and ability to perform documentation for ISO standards.
 - Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.
 - Demonstrated knowledge of aseptic and microbiological techniques
 - Basic computer skills and the ability to learn and use new software
 - Excellent oral and written communication skills required.

What do we offer the ideal candidate?

- An opportunity to work in a fast growing and exciting industry: Legal Cannabis. Massachusetts requires that all legal cannabis products must be tested by a 3rd party analytical laboratory before it can be made available on retail shelves. Indo is striving to set a new standard for these services and is on the cutting edge of technology to help streamline and improve the customer experience.
- Be part of a passionate, motivated and kind team that encourages risk taking, diversity in opinion and personal/professional growth

Senior Laboratory Technician

Indo Laboratories is looking for a qualified and passionate scientist to join our laboratory staff in testing cannabis products for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

The Sr. Lab Technician will be responsible for batching, preparing and loading samples on our instruments to ensure consistent and high-throughput data generation. They will also assist in performing instrument maintenance, sample analysis and data review to ensure timely and accurate compliance testing.

Responsibilities

- Perform sample analysis and data review on client and QC samples utilizing validated analytical methods.
- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.

-
- Demonstrate ability to multitask and prioritize projects efficiently.
 - Maintain a safe, clean, well-organized, and efficient laboratory work environment.
 - Remain up-to-date on all SOPs and maintain documentation required for compliance.
 - Assist in maintaining the laboratory for ISO accreditation standards and future audits.
 - Ensure adequate inventory of laboratory supplies.
 - Work and strategize directly with senior leadership on process optimization.

Required Skills & Experience

- Must be at least 21 years of age.
- Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.
- Exceptional wet laboratory technique and ability to perform documentation for ISO standards.
- Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.
- Demonstrated knowledge of aseptic and microbiological techniques
- Basic computer skills and the ability to learn and use new software
- Excellent oral and written communication skills required.
- Experiencing managing a team advancing the goals of the business.

What do we offer the ideal candidate?

- An opportunity to work in a fast growing and exciting industry: Legal Cannabis. Massachusetts requires that all legal cannabis products must be tested by a 3rd party analytical laboratory before it can be made available on retail shelves. Indo is striving to set a new standard for these services and is on the cutting edge of technology to help streamline and improve the customer experience.
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Laboratory Technician

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- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.
- Demonstrate ability to multitask and prioritize projects efficiently.
- Maintain a safe, clean, well-organized, and efficient laboratory work environment.
- Remain up-to-date on all SOPs and maintain documentation required for compliance.
- Assist in maintaining the laboratory for ISO accreditation standards and future audits.
- Ensure adequate inventory of laboratory supplies.

Required Skills & Experience

Must be at least 21 years of age.

Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.

Exceptional wet laboratory technique and ability to perform documentation for ISO standards.

Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.

Demonstrated knowledge of aseptic and microbiological techniques

Basic computer skills and the ability to learn and use new software

Excellent oral and written communication skills required.

What do we offer the ideal candidate?

- An opportunity to work in a fast growing and exciting industry: Legal Cannabis. Massachusetts requires that all legal cannabis products must be tested by a 3rd party analytical laboratory before it can be made available on retail shelves. Indo is striving to set a new standard for these services and is on the cutting edge of technology to help streamline and improve the customer experience.

- Be part of a passionate, motivated and kind team that encourages risk taking, diversity in opinion and personal/professional growth

Microbiology Manager

Indo Laboratories is looking for a qualified and passionate microbiologist to lead our laboratory staff on testing cannabis products for microbiological contaminants for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

Job description:

In this role, you will assess any bacterial, fungi, and mold contamination in plant and food material. Plate-based culturing and qPCR will be used in this determination. Additionally, you will establish and write high-throughput laboratory SOPs for these processes.

Responsibilities:

- Initiate, document, and perform microbiological analysis on received test samples (including finished and unfinished plant materials, concentrates, and food and beverage products) as per in-house methods; evaluates and records data
- Plate culturing of many types of bacterial strains such as E. coli, Salmonella, bile tolerant gram-negative bacteria, and total viable aerobic bacteria. Additional species of bacteria will be added subsequently.
- Plate culturing of total yeast, mold, and coliforms
- Extraction of DNA for qPCR
- 96-well plate analytical biological assays
- qPCR and analysis of data
- Ability to design and implement new laboratory SOPs
- Follows current GMP requirements and complies with company safety policies
- Maintain the laboratory equipment and participate in laboratory disinfection and cleaning
- Complies with controlled substance handling
- Maintains adequate inventory of media and materials required for testing
- Notifies laboratory supervisor or designee when out-of-specification results are obtained, and completes appropriate documentation and assists in the investigation
- Assists in special projects as assigned
- Performs data entry for tracking and trending of lab data

Skills and Experience:

- Demonstrated knowledge of aseptic and microbiological techniques
- Strong computer, scientific, and organizational skills
- Excellent communication (oral and written) and attention to detail
- Ability to work independently and as part of a team, self-motivation, adaptability, and a positive attitude
- Ability to learn new techniques, perform multiple tasks simultaneously, keep accurate records, follow instructions, and comply with company policies
- Adhere to quality control and safety procedures, work in an organized manner, and comply with Massachusetts Department of Public Health standards

Requirements

Educational: B.S. in Microbiology or Life Sciences

Technical knowledge: General knowledge of microbiological testing methodology

Skills: Good aseptic technique

Experience: 4-7 years in a laboratory setting

Age and status: must be 21 years old and legally able to work in the United States

Record Keeping Procedures

Indo Laboratories is an Independent Testing Laboratory (ITL) operating from Marlborough, Massachusetts servicing the medicinal and adult-use cannabis markets of Massachusetts. As an ITL, record keeping is a critical function necessary not only for financial records but also testing data and other laboratory records. Additionally, accurate and secure record keeping is required for ISO 17025:2017 accreditation. All records generated through administrative functions including financial records, human resource files, and facility documentation are held in both paper form and digitally. All records generated in the laboratory including sample data, lab notebooks, and logs are held in paper and/or digital forms. All paper records are housed in lockable, fireproof cabinets while all digital records are held either in cloud servers or a secure onsite server. Records not mentioned otherwise in this document are retained in perpetuity.

Administrative Records

It is the policy of Indo Laboratories to retain records as required by law and to destroy them when appropriate. The destruction of records must be approved by the Chief Financial Officer and logged into the Organization's Destroyed Records Log. The formal records retention policy of Indo Laboratories is as follows:

Accident reports/claims (settled Cases)	7 Years	
Accounts payable ledgers and schedules	7 Years	
Accounts receivable ledgers and schedules	7 Years	
Audit reports	Permanently	
Bank reconciliations	3 Years	
Bank Statements	3 Years	
Chart of Accounts	Permanently	
Cancelled Checks	7 Years	
Contracts, mortgages, notes and leases: Expired	7 Years	
	Still in effect	Permanently
Correspondence:	General	2 Years
	Legal	Permanently
	Routine with customers and/or vendors	2 Years
Deeds, mortgages and bills of sales	Permanently	
Depreciation schedules	Permanently	
Duplicate deposit slips	3 Years	
Employment applications	3 Years	

Expense analyses/expense distribution schedule	7 Years	
Financial statements:	Year-end	Permanently
	Other	Optional
Garnishments	7 Years	
General ledgers/year end trial balance	Permanently	
Insurance policies (expired)	3 Years	
Insurance records (policies, claims, etc.)	Permanently	
Internal audit reports	3 Years +	
Internal reports	3 Years	
Inventories of products, materials and supplies	7 Years	
Invoices (to customers, from vendors)	7 Years	
Journals	Permanently	
Minute books of directors, bylaws and charters	Permanently	
Notes receivable ledgers and schedules	7 Years	
Payroll records and summaries	7 Years	
Personnel records (terminated)	7 Years	
Petty cash vouchers	3 Years	
Physical inventory tags	3 Years	
Property records (incl. depreciation schedules)	Permanently	
Purchase orders:	Purchasing department copy	7 Years
	Other copies	1 Year
Receiving sheets	1 Year	
Retirement and pension records	Permanently	
Requisitions	1 Year	
Sales records	7 Years	
Subsidiary ledgers	7 Years	
Tax returns and worksheets, examination reports and other documents relating to determination of income tax liability	Permanently	
Time sheets/cards	7 Years	
Trademark registrations and copyrights	Permanently	
Training manuals	Permanently	
Voucher register and schedules	7 Years	
Withholding tax statements	7 Years	

All paper personnel records and confidential employee data maintained by the HR department will be destroyed by shredding after retention dates have passed; this procedure pertains to all personnel records, not just those governed by the Fair and Accurate Credit Transactions Act (FACTA). The HR department will work with the IT

department periodically but no less than twice annually to review and ensure that the HR department's electronic records relating to employee information and compliance reports are properly purged.

Confidential personnel records are housed in two secure locations: paper records are housed in a locked file cabinet in the HR manager's office. Only the HR manager, the company's CEO and COO have access to the locking file cabinets. Confidential records that are housed on the company server are password protected. Only the HR manager and the COO have access to password protected, digitally filed documents. Additionally, non-management level employees have limited, restricted access to shared files on the server.

Laboratory Records

Indo Labs' product is information in the form of results from customer samples. This requires the use of extensive metrological equipment to run the assays used in determining potency and safety of marijuana products. In order to achieve this, lots of data is generated and methods developed to accurately carry out these tests. Records generated in the lab come in three different forms: data from the customer samples, lab notebooks used in method development, and forms used in equipment calibration and maintenance. All data generated in processing customer samples from the moment the customer orders the test to the disposal of sample material once the tests have been completed are logged and maintained in the company's Laboratory Information Management System (LIMS). This web-based platform manages all data generated during normal course of business. Data backups are performed on a weekly basis to Indo's onsite server. Sample data will be retained in perpetuity.

All lab notebooks used by scientists and technicians are handwritten and follow a designated format to ensure continuity between individuals. These notebooks are issued by the Lab Director directly to individuals and are not allowed to be taken off the premises. All lab notebooks are stored in a lockable, fireproof filing cabinet in compliance with GLP guidelines. These notebooks are retained in perpetuity.

As previously mentioned, Indo Labs' operates with many pieces of metrological equipment. This equipment must be regularly calibrated and monitored as basic maintenance to ensure stable operation and accurate results. This is done through work instructions and forms. These paper forms, once completed, are kept in binders stored either near the equipment or in the Lab Director's office. These forms are also digitally uploaded to the company's secure onsite server. The paper forms are kept for 3 years while the digital copies are retained in perpetuity.

Revisions 02/02/2020

- 1) Through normal course of business, Indo Labs generates waste streams containing marijuana in both usable and unusable forms. As defined in the company's waste plan, these streams are controlled to prevent diversion and theft of cannabis material. These waste streams are monitored through the company's LIMS system tracing all materials used through the course of receipt of samples to disposal of sample retains. During the daily checkout procedures, a lab agent uses the LIMS waste record to ensure waste is accounted for. These daily checkout reports are signed off by lab management. These waste records are retained in both paper form and digitally for no less than three years.
- 2) Indo Labs maintains detailed financial records in accordance with generally accepted accounting principles. The details of this plan are outlined in the Financial Record Keeping procedures of the company's operating policies and procedures.
- 3) All operating policies and procedures for Indo Labs are kept in written format spread between various Management Systems. These systems are designed to ensure clear expectations and oversight authority on all activities and responsibilities associated with the establishment. These systems are further broken down to address all major components of the organization and contain all the operating policies and procedures addressed in this application. The Management Systems maintained by the organization cover, IT, Facilities, Safety, Laboratory, and Quality. The Quality Management System is the primary management system dictating all activities relating to the organization's ISO 17025:2017 and references policies and procedures outlined in the other management systems. These documents are governed by the document control policy dictated by the ISO 17025:2017 Sections 8.2 standards. These controlled documents are accessible via individualized credentials to the company's LIMS system AND the digital Sharepoint server maintained by the organization.
- 4) Indo Laboratories takes an active role in the state's seed-to-sale tracking system by enrolling in the METRC seed-to-sale tracking and reporting system. Built into the company's sample tracking system, when a customer orders samples, they must identify each sample's METRC ID number. No samples will be accepted unless a METRC ID is included in the order. This ID number tracks with the sample and daughter samples through every point of the process. The METRC seed-to-sale tracking service is even integrated into the organization's LIMS service and reports failed samples to the Massachusetts Department of Public Health in the allotted timeframe.
- 5) The personnel plan used by Indo Labs sets forth policies designed to address personnel issues with the organization. The company will maintain a personnel policy as a condition of its ISO 17025:2017 requirements. The organization's Management Systems outline the policy procedures relating to personnel. Among other things, the Quality, Laboratory, and Facilities Management Systems address personnel, accessible business hours, and lab working conditions. These records contain the following information for each role within the organization:
 - Job description
 - Individualized personnel record for each agent

- Background check reports
- 6) The process maintaining business records generated by the organization is outlined by the organization's Financial Record Keeping plan. This plan utilizes generally accepted accounting principles to keep records, both digital and written, relating to assets and liabilities, monetary transactions, books of accounting, sales records, and payroll.

Financial Record Keeping

Record Keeping

It is the policy of Indo Labs to maintain a schedule of all notes payable, lease obligations, lines of credit, and other financing arrangements. This schedule shall be based on the underlying loan documents and shall include all of the following information:

1. Name and address of lender
2. Date of agreement or renewal/extension
3. Total amount of debt or available credit
4. Amounts and dates borrowed
5. Description of collateral, if any
6. Interest rate
7. Repayment terms
8. Maturity date
9. Address to which payments should be sent
10. Contact person at lender

Accounting and Classification

An amortization schedule shall be maintained for each note payable. Based upon the amortization schedule, the principal portion of payments due with the next year shall be classified as a current liability in the statement of financial position of Indo Labs. The principal portion of payments due beyond one year shall be classified as long-term/non-current liabilities in the statement of financial position.

Demand notes and any other notes without established repayment dates shall always be classified as current liabilities.

Unpaid interest expense shall be accrued as a liability at the end of each accounting period.

A detailed record of all principal and interest payments made over the entire term shall be maintained with respect to each note payable. Periodically, the amounts reflected as current and long-term notes payable per the general ledger shall be reconciled to these payment schedules and the amortization schedules, if any, provided by the lender. All differences shall be investigated.

NET ASSETS

Classification of Net Assets

Net assets of the Organization shall be classified based upon the existence or absence of contractual operating agreement-imposed restrictions as follows:

Unrestricted Net Assets - Net assets that are not subject to contractual operating agreement-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to contractual operating agreement-imposed stipulations that may or will be satisfied through the actions of the Organization and/or the passage of time.

Net assets accumulated by Indo Labs that are not subject to contractual operating agreement-imposed restrictions, but which the board of directors of the Organization has earmarked for specific uses, shall be segregated in the accounting records as "board-designated" funds within the unrestricted category of net assets.

Restrictions may be associated with either a time period (e.g. a particular future time period) or a purpose (e.g. specific programs). A purpose stipulation will be considered a restriction only if it is more specific than the broad limits resulting from the nature of the Organization, the environment in which it operates, and the purposes specified in Indo Lab's articles of incorporation and bylaws.

Reclassifications from Restricted to Unrestricted Net Assets

The organization shall report in its statement of activities a reclassification from restricted to unrestricted net assets if any of the following events occur:

1. Fulfillment of the purpose for which the net assets were restricted (e.g. spending restricted funds for the stipulated purpose)
2. Expiration of time restrictions imposed by board of directors
3. Death of an annuity beneficiary

If a board member stipulates multiple restrictions (such as a purpose and a time restriction), the reclassifications from temporarily restricted to unrestricted net assets shall be reported only upon the satisfaction of the final remaining restriction.

Disclosures

It is the organization's policy to provide within its financial statements footnote disclosures that describe the different types of temporary and permanent restrictions associated with the organization's net assets as of the end of each fiscal year.

POLICIES ASSOCIATED WITH FINANCIAL AND TAX REPORTING

FINANCIAL STATEMENTS

Standard Financial Statements of the Organization

Preparing financial statements and communicating key financial information is a necessary and critical accounting function. Financial statements are management tools used in making decisions, in monitoring the achievement of financial objectives, and as a standard method for providing information to interested parties external to the organization. Financial statements may reflect year-to-year historical comparisons or current year budget to actual comparisons.

The basic financial statements of Indo Labs that are maintained on an organization-wide basis shall include:

1. **Balance Sheet** - reflects assets, liabilities and net assets of the organization and classifies assets and liabilities as current or non-current/long-term
2. **Profit & Loss** - presents support, revenues, expenses, and other changes in net assets of the organization, by category of net asset (unrestricted, temporarily restricted and permanently restricted), including reclassifications between categories of net assets
3. **Statement of Cash Flows** - reports the cash inflows and outflows of the organization in three categories: operating activities, investing activities, and financing activities

Frequency of Preparation

The objective of the accounting department is to prepare accurate financial statements in accordance with generally accepted accounting principles and distribute them in a timely and cost-effective manner. In meeting this responsibility, the following policies shall apply:

A standard set of financial statements described in the preceding section shall be produced on a monthly basis, by the 15th of each month. The standard set of financial statements described in the preceding section shall be supplemented by the following schedules:

1. Individual profit & loss by source of funds

The monthly set of financial statements shall be prepared on the accrual method of accounting, including all receivables, accounts payable received by the 10th of the month, and actual depreciation expense.

Review and Distribution

All financial statements and supporting schedules shall be reviewed and approved by the CFO (Controller in absence of CFO) prior to being issued by the Accounting Department.

After approval by the CFO, CEO, or Controller, a complete set of monthly financial statements, including the supplemental schedules described above, shall be distributed to the following individuals:

1. Chief Executive Officer

Financial statements may include an additional supplemental schedule prepared or compiled by the CFO (or Controller). The purpose of this schedule is to provide known explanations for material budget variances in accordance with Indo Lab's budget monitoring policies.

Budget Variance Analysis and Projections

On a quarterly basis, financial statements distributed to Executive Officers and Board of Directors with budgetary responsibilities shall be accompanied by a request for variance analysis and projections. Each Department Director shall prepare a report explaining the reasons for year-to-date variances from budget in excess of the greater of \$3,000 or five percent for each line item. In addition to explaining the reasons for such variances, Department Directors shall also provide a projection of the annual variance from budget or the steps that will be taken to avoid budget variances by year-end.

Budget variance reports prepared by Department Directors shall be submitted to the Director of Finance no later than 30 days after the end of each quarter and shall be reviewed by the Director of Finance.

Special Quarterly Distribution

On a quarterly basis, a complete set of Indo Labs financial statements and supplemental schedules shall be distributed to the entire board of directors.

Quarterly financial statements distributed to the board shall include an additional supplemental schedule prepared or compiled by the Business Director. The purpose of this schedule is to provide explanations for material budget variances in accordance with Indo Lab's budget monitoring policies described later in this manual (under the "Financial Management Policies" section).

Annual Financial Statements

A formal presentation of the Organization's annual financial statements shall be provided by an independent auditor to the full Board of Directors at the Organization's Annual Meeting. This presentation will be preceded by a meeting with Indo Lab's Finance Committee, at which the Finance Committee will vote to accept or reject the annual financial statements.

RECORD RETENTION

All records are kept in a locked, waterproof and fireproof safe. It is the policy of Indo Labs to retain records as required by law and to destroy them when appropriate. The destruction of records must be approved by Chief Financial Officer and logged into the Organization's Destroyed Records Log. The formal records retention policy of Indo Labs is as follows:

Accident reports/claims (settled Cases)	7 Years
Accounts payable ledgers and schedules	7 Years
Accounts receivable ledgers and schedules	7 Years
Audit reports	Permanently
Bank reconciliations	3 Years
Bank Statements	3 Years
Chart of Accounts	Permanently

Cancelled Checks	7 Years
Contracts, mortgages, notes and leases:	
Expired	7 Years
Still in effect	Permanently
Correspondence:	
General	2 Years
Legal and important matters only	Permanently
Routine with customers and/or vendors	2 Years
Deeds, mortgages and bills of sales	Permanently
Depreciation schedules	Permanently
Duplicate deposit slips	3 Years
Employment applications	3 Years
Expense analyses/expense distribution schedule	7 Years
Financial statements:	
Yearend	Permanently
Other	Optional
Garnishments	7 Years
General ledgers/year end trial balance	Permanently
Insurance policies (expired)	3 Years
Insurance records (policies, claims, etc.)	Permanently
Internal audit reports	3 Years +
Internal reports	3 Years
Inventories of products, materials and supplies	7 Years
Invoices (to customers, from vendors)	7 Years
Journals	Permanently
Minute books of directors, bylaws and charters	Permanently
Notes receivable ledgers and schedules	7 Years
Payroll records and summaries	7 Years
Personnel records (terminated)	7 Years
Petty cash vouchers	3 Years
Physical inventory tags	3 Years
Property records (incl. depreciation schedules)	Permanently
Purchase orders:	
Purchasing department copy	7 Years
Other copies	1 Year
Receiving sheets	1 Year
Retirement and pension records	Permanently
Requisitions	1 Year
Sales records	7 Years

Subsidiary ledgers	7 Years
Tax returns and worksheets, examination reports and other documents relating to determination of income tax liability	Permanently
Time sheets/cards	7 Years
Trademark registrations and copyrights	Permanently
Training manuals	Permanently
Voucher register and schedules	7 Years
Withholding tax statements	7 Years

Qualifications and Training Plan

Indo Laboratories is an Independent Testing Laboratory (ITL) operating out of Marlborough, Massachusetts. As a testing laboratory, it is our mission to provide accurate testing services promoting safe consumer access to marijuana products in both the medicinal and adult-use cannabis markets. In order to pursue this mission, Indo Labs relies on highly technical equipment and procedures executed by a professional and highly trained workforce. Indo Labs has taken great care in selecting individuals who meet and exceed these high demands. But the work does not end there. Continual training and professional development are additional pillars to our pursuit of testing excellence. This plan is a summary taken from Indo's quality management system addressing clause 6.2 of the ISO 17025:2017 standards addressing personnel.

The Quality Management Team is responsible for addressing competency of persons working in the laboratory, logistics, or office locations. These individuals work closely with team leaders to ensure personnel can perform the duties associated with each position effectively and negotiate their responsibilities without impeding others from upholding their responsibilities. They utilize controlled resources for this function when determining the allocation of resources for continual training to ensure personnel is operating optimally. They are also responsible for onboarding new employees in awareness issues related to the organization including, but not limited to, relevant objectives, benefits of improved performance, implications of non-conformity with the management system, and importance of meeting regulatory requirements and impartiality.

The Human Resources staff maintains records of employee qualifications and education, experience, and skills required for each position. Job description forms are used by management to document qualifications required for each position. They also keep copies of resumes or job applications for all employees, and if position or job requirement changes occur, they update documentation as necessary. HR also works with management to identify and keep record of trainings for individuals throughout their employment and issues action plans for new, underperforming, or transitioning personnel.

Employee supervisors are responsible for identifying needs and opportunities for personnel training and executes employee action plans. These action plans outline specifics for job training, group training, or outside training courses. Included in the action plans are stated goals or objectives for the training, location, dates, type of training, and metrics displaying the efficacy of the training. Once an

action plan is completed, both employee and supervisor shall initial the plan to be added to their employment file.

Anticipated Positions & Associated Qualifications

Technology Director

The Technology Director will possess a diverse technical background including experience with multiple analytical and automation engineering disciplines and methodologies. The Tech Director will work directly with the CEO and COO to define and implement the technology strategy for the Company. The Tech Director will be given a wide breadth of oversight in developing the Company's technology platform better enabling its processes, services, and growth objectives. As such, this position is meant for an innovative, entrepreneurial minded, and dynamic analytical chemist or engineer who has a proven track record of developing technology solutions that enable improved service delivery. The successful candidate will have a passion for process improvement, creating and implementing new systems, and for discovering how to further the Company's business interests through technology.

Responsibilities

- Serve as trusted member of the executive team to develop a clear understanding of business needs, how technology solutions can accelerate growth through efficiency, profitability, and customer satisfaction
- Work with the executive team on the establishment of a technology vision and manage the technology roadmap for the Company
- Liaise and act as technical lead on projects with customers, business partners, and outside vendors
- Work directly with the executive team and lab technicians in developing a scalable process platform to maximize the throughput and consistency of all lab operations
- Coordinate with lab team in developing testing assays that provide maximum throughput and consistency for all products in accordance with client needs
- Continued development and training of laboratory personnel
- Organize and complete all required proficiency testing and documentation to obtain ISO17025/TNI accreditation
- Ensure new projects and technologies adhere to established Quality Systems and are meeting regulatory and licensing compliance requirements
- Assist in development and implementation of new laboratory policies and procedures as needed
- Work with executive team and lab team to continually improve laboratory processes to achieve optimal efficiency, accuracy, and throughput

- Maintain good working relationships, and strong communication channels with other departments to facilitate efficient cross functional duties.

Required Skills & Experience

- Bachelor's degree or graduate degree in Analytical Chemistry, Chemistry or related field
- Minimum 10 years laboratory experience (preferably clinical/diagnostic) with demonstration of good technical skills
- Minimum 3 years laboratory management experience in a high throughput environment
- Excellent verbal and written communication skills
- Demonstrated experience in process improvement
- Experience in process automation
- IT Fluency

Office Manager Bookkeeper

As an early startup addressing a new industry to the State of Massachusetts, our company is looking for candidates with an innovative and entrepreneurial mindset who can grow with our organization. We are currently seeking an Office Manager Bookkeeper to join our team! You will be responsible for preparing and examining financial records for our company. Additionally, you will work directly with the company executives to manage relationships with company vendors to ensure stable internal operations.

Responsibilities:

- Work with executive team to support transaction accounting and operational expenses
- Obtain and maintain primary financial data for accounting records
- Compute and record transaction data
- Check the accuracy of business transactions
- Liaise with business infrastructure vendors

Qualifications:

- Bachelors and 5+ years of experience in accounting, finance, or related fields
- Previous experience in accounting, finance, or related fields
- Fundamental knowledge of GAAP
- Ability to prioritize and multitask
- Strong organizational skills

- Deadline and detail-oriented
- Preferred knowledge of Quickbooks or other accounting software

Chief Operating Officer

The Chief Operating Officer (COO) will oversee the organization's ongoing operations and procedures. They will also be second-in-command to the Chief Executive Officer (CEO) and will be responsible for ensuring the efficient day-to-day operations are in line with the company's strategic goals and vision.

As a key member of the senior management team, the COO maintains control of all components of business operations including, but not limited to, stable operation of the analytical lab, sample delivery services, office management and administration, and business development. This person will be responsible for ensuring all activities advance the company's business interests and drive sustainable growth.

Responsibilities:

- Design and implement business strategies, policies, and procedures
- Set comprehensive goals for performance and growth
- Establish policies that promote company culture and vision
- Oversee daily operations of the company and the work of department heads
- Lead employees to encourage maximum performance and dedication
- Evaluate performance by analyzing and interpreting data and metrics
- Write and submit reports to the CEO in all matters of importance
- Assist CEO in fundraising ventures
- Participate in expansion activities (investments, acquisitions, corporate alliances etc.)
- Manage relationships with partners/vendors

Qualifications:

- Proven experience as Chief Operating Office or relevant role
- Understanding of business functions such as technology, HR, Finance, marketing etc.
- Demonstrable competency in strategic planning and business development
- Experience in fundraising will be a plus
- Working knowledge of data analysis and performance/operation metrics
- Working knowledge of IT/Business infrastructure and MS Office

- Outstanding organizational and leadership abilities
- Excellent interpersonal and public speaking skills
- Aptitude in decision-making and problem-solving
- BSc/BA in Business Administration or relevant field; MSc/MBA is a plus

Analytical Manager

Indo Laboratories is looking for a qualified and passionate scientist to join our laboratory staff in testing cannabis products for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

The Sr. Chemist will be responsible for batching, preparing and loading samples on our instruments to ensure consistent and high-throughput data generation. They will also assist in performing instrument maintenance, sample analysis and data review to ensure timely and accurate compliance testing.

Responsibilities

- Perform sample analysis and data review on client and QC samples utilizing validated analytical methods.
- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.
- Demonstrate ability to multitask and prioritize projects efficiently.
- Maintain a safe, clean, well-organized, and efficient laboratory work environment.
- Remain up-to-date on all SOPs and maintain documentation required for compliance.
- Assist in maintaining the laboratory for ISO accreditation standards and future audits.
- Ensure adequate inventory of laboratory supplies.
- Work and strategize directly with senior leadership on process optimization.

Required Skills & Experience

- Must be at least 21 years of age.
- Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.

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- Exceptional wet laboratory technique and ability to perform documentation for ISO standards.
 - Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.
 - Demonstrated knowledge of aseptic and microbiological techniques
 - Basic computer skills and the ability to learn and use new software
 - Excellent oral and written communication skills required.

Senior Laboratory Technician

Indo Laboratories is looking for a qualified and passionate scientist to join our laboratory staff in testing cannabis products for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

The Sr. Lab Technician will be responsible for batching, preparing and loading samples on our instruments to ensure consistent and high-throughput data generation. They will also assist in performing instrument maintenance, sample analysis and data review to ensure timely and accurate compliance testing.

Responsibilities

- Perform sample analysis and data review on client and QC samples utilizing validated analytical methods.
- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.
- Demonstrate ability to multitask and prioritize projects efficiently.
- Maintain a safe, clean, well-organized, and efficient laboratory work environment.
- Remain up-to-date on all SOPs and maintain documentation required for compliance.
- Assist in maintaining the laboratory for ISO accreditation standards and future audits.
- Ensure adequate inventory of laboratory supplies.
- Work and strategize directly with senior leadership on process optimization.

Required Skills & Experience

- Must be at least 21 years of age.

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- Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.
 - Exceptional wet laboratory technique and ability to perform documentation for ISO standards.
 - Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.
 - Demonstrated knowledge of aseptic and microbiological techniques
 - Basic computer skills and the ability to learn and use new software
 - Excellent oral and written communication skills required.
 - Experiencing managing a team advancing the goals of the business.

Laboratory Technician

Indo Laboratories is looking for a qualified and passionate scientist to join our laboratory staff in testing cannabis products for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

The Lab Technician will be responsible for batching, preparing and loading samples on our instruments to ensure consistent and high-throughput data generation. They will also assist in performing instrument maintenance, sample analysis and data review to ensure timely and accurate compliance testing.

Responsibilities

- Perform sample analysis and data review on client and QC samples utilizing validated analytical methods.
- Responsible for performing instrument maintenance, including but not limited to, running calibration curves, cleaning instrument parts and general instrument troubleshooting.
- Demonstrate ability to multitask and prioritize projects efficiently.
- Maintain a safe, clean, well-organized, and efficient laboratory work environment.
- Remain up-to-date on all SOPs and maintain documentation required for compliance.
- Assist in maintaining the laboratory for ISO accreditation standards and future audits.
- Ensure adequate inventory of laboratory supplies.

Required Skills & Experience

Must be at least 21 years of age.

Bachelor's Degree in biological, chemical, agricultural, environmental, or related sciences from an accredited college or university and at least 2 years of experience in a regulated and/or high throughput laboratory environment.

Exceptional wet laboratory technique and ability to perform documentation for ISO standards.

Candidates with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software experience are preferred.

Demonstrated knowledge of aseptic and microbiological techniques

Basic computer skills and the ability to learn and use new software

Excellent oral and written communication skills required.

Microbiology Manager

Indo Laboratories is looking for a qualified and passionate microbiologist to lead our laboratory staff on testing cannabis products for microbiological contaminants for both quality control purposes and Massachusetts DPH compliance testing. A successful candidate will demonstrate a desire to bring scientific rigor and expertise to a new and exciting industry.

Job description:

In this role, you will assess any bacterial, fungi, and mold contamination in plant and food material. Plate-based culturing and qPCR will be used in this determination. Additionally, you will establish and write high-throughput laboratory SOPs for these processes.

Responsibilities:

- Initiate, document, and perform microbiological analysis on received test samples (including finished and unfinished plant materials, concentrates, and food and beverage products) as per in-house methods; evaluates and records data
- Plate culturing of many types of bacterial strains such as E. coli, Salmonella, bile tolerant gram-negative bacteria, and total viable aerobic bacteria. Additional species of bacteria will be added subsequently.
- Plate culturing of total yeast, mold, and coliforms

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- Extraction of DNA for qPCR
 - 96-well plate analytical biological assays
 - qPCR and analysis of data
 - Ability to design and implement new laboratory SOPs
 - Follows current GMP requirements and complies with company safety policies
 - Maintain the laboratory equipment and participate in laboratory disinfection and cleaning
 - Complies with controlled substance handling
 - Maintains adequate inventory of media and materials required for testing
 - Notifies laboratory supervisor or designee when out-of-specification results are obtained, and completes appropriate documentation and assists in the investigation
 - Assists in special projects as assigned
 - Performs data entry for tracking and trending of lab data

Skills and Experience:

- Demonstrated knowledge of aseptic and microbiological techniques
- Strong computer, scientific, and organizational skills
- Excellent communication (oral and written) and attention to detail
- Ability to work independently and as part of a team, self-motivation, adaptability, and a positive attitude
- Ability to learn new techniques, perform multiple tasks simultaneously, keep accurate records, follow instructions, and comply with company policies
- Adhere to quality control and safety procedures, work in an organized manner, and comply with Massachusetts Department of Public Health standards

Requirements

Educational: B.S. in Microbiology or Life Sciences

Technical knowledge: General knowledge of microbiological testing methodology

Skills: Good aseptic technique

Experience: 4-7 years in a laboratory setting

Age and status: must be 21 years old and legally able to work in the United States

Employee Training

- All employees of will undergo a rigorous training program for the first four weeks of their employment and must be completed prior to performing job functions.
- Each day of an employee's first month is dedicated to ensuring that they are proficient at running every piece of equipment in the laboratory and all protocols within their job description. Regardless of position held, every employee is cross trained on the entirety of the analytical testing process platform.
- All training is closely overseen by a direct supervisor. Once initial employee training is deemed complete, the supervisor must sign off that the employee has been trained and is capable of performing job duties independently.
- Although formal training is completed after the first month of employment, all employees must undergo an annual review and at least eight (8) hours training refreshment.

In addition to receiving training on specific job duties, all employees must complete the following:

Workplace Safety Training- (required within first week of employment)

Listed below are the interactive web-based safety training modules furnished by BLR—Business and Legal Resources:

- Accident Investigation (MULTIMEDIA) Training Course
- Avoiding Exposure to Bloodborne Pathogens Training Course
- Basic First Aid for Medical Emergencies Training Course
- Emergency Action and Fire Prevention (MULTIMEDIA) Training Course
- Exit Routes: Supervisors Training Course
- Fire Extinguishers Safe Use and Handling (INT) Training Course
- Good Housekeeping Training Course
- Hazard Communication and GHS: What Supervisors Need to Know Training Course
- Hazardous Materials Transportation Training Course
- Introduction to OSHA and the General Duty Clause Training Course
- Job Hazard Analysis Training Course
- New Employee Safety Orientation Training Course
- OSHA Inspections, Citations, and Penalties Training Course

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- Process Safety Management Training Course
 - Recordkeeping: Injury and Illness Training Course
 - Respirator Fit Testing: What Supervisors Need to Know Training Course
 - Slips, Trips, and Falls: What Supervisors Need to Know Training Course
 - Training the Trainer: Effective Techniques for Dynamic Training Training Course
 - Understanding Chemical Labels Under GHS Training Course
 - Understanding the Safety Data Sheet (SDS) Training Course
 - Working Safely with Flammable Liquids Training Course

Responsible Vendor Program

- All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. 935 CMR 500.105(2)
- All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)
- After initial successful completion of a Responsible Vendor Training program, each owner, manager, and employee involved in the handling of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor.”
- Administrative employees who do not handle marijuana may take the “Responsible Vendor” program on a voluntary basis.
- Responsible Vendor Program documentation will be retained for four (4) years. 935 CMR 500.105(2)
- The records will be available for inspection by Commission staff and any other applicable licensing authority if requested during normal business hours.

Diversity Plan

Indo Laboratories is an Independent Testing Laboratory servicing licensed marijuana cultivators, product manufacturers, and retailers. The company uses modern scientific techniques to test cannabis products from the Commonwealth of Massachusetts ensuring safe consumer access for both the medicinal and adult-use markets. Indo Labs is committed to legitimizing an industry that has long existed unregulated and in the shadows. Through this commitment, Indo Labs institutes a diversity plan to ensure equitable opportunities in the communities that the company does business in. This plan is comprised of a series of goals supported by programs to achieve these goals based on objective criteria to measure success of the company's plan. The details of this plan are outlined below:

Goal—the company shall increase the number of minority-, veterans-, women-, LGBT-, and disable-owned businesses used as vendors or contractors to make up at least 25% of our preferred vendor list.

Programs—the company shall institute a training program for all purchasing agents and lab managers. This training shall instruct these stake holders to provide at least three possible vendors with **at least one** being a certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Service-Disabled Veteran-Owned Business Enterprise (SDVOBE), Veteran Owned Business (VOB), LGBT Business Enterprises (LGBTBE), or Disability Owned Business Enterprise (DOBE). These businesses must be certified by one of the following organizations: Massachusetts Supplier Diversity Office, Greater New England Minority Supplier Development Council, Women's Business Enterprise Council, Center for Women & Enterprise, Veterans Business Outreach Center, and US Veterans Administration. The company shall also register with local business organizations that promote the aforementioned business enterprises.

Metrics—human resources maintains training records in all employee files as defined by the company's Quality Management System. All new employees with direct purchasing influence will be required to complete this training within one month of hire date. The quality management group shall conduct quarterly reviews to ensure the company is in compliance with these programs and meets the stated goal of having at least 25% of vendors representing these targeted groups.

Goal—the company shall hire individuals that fall within the demographic groups designated by the Cannabis Control Commission: 55% female, 40% minorities, 25% veterans, 10% peoples with disabilities, and 10% LGBTQ+ individuals.

Programs—the company shall recruit applicants by posting open positions on Indeed.com and LinkedIn specifically looking for women, minority, or veterans. As positions become available, the postings will be posted on the above-mentioned job boards. Because of the specialized nature of positions required for a laboratory setting, positions do not become available on a regular basis, therefore this recruitment effort is done on an

ongoing basis as business needs arise and positions become available. Additionally, the company shall pursue open recruitment opportunities by sponsoring the company's booth at three career fairs a year. The company has will commit to The Women in Business & Technology Career Fair, Boston Pride Job Fair, and Diversity Employment Day Career Fair. These events are held annually.

Metrics—on a quarterly basis, the HR manager shall conduct a staff demographic review. The manager will count the number of individuals hired that fall into the above-mentioned groups with the employee total ensuring that 50% of individuals hired fall within this goal.

Goal—Indo Laboratories wants to develop female leadership from within its own ranks of employees increasing the number of female managers by at least 50% year-over-year.

Program—the company has instituted a structured identification and review process to promote women employees into management positions as the company grows. Senior management will identify individuals who exhibit leadership qualities—integrity, accountability, vision, drive—and recruit them into a development program designed to elevate them into increasingly valuable roles and responsibilities. Once a candidate is identified, they will be approached to develop a plan tailored to the individual's professional objectives. With this input, senior management will finalize a plan with timelines and milestones. These programs may include continued education opportunities, addition of direct reports, new role within the organization, and any combination. These plans will be structured with metrics to ensure the candidates are progressing towards their goals.

Metrics—the company shall matriculate at least one individual the first full year of operation and at least two the second full year. Records of these plans will be maintained by human resources in their employment files while all other activities shall be actively overseen through senior and direct management.

In addition to the periodic reviews set forth in the **Metrics** section of each goal, the progress of each goal contained within the plan shall be documented annually for purposes of license renewal. This report shall be furnished to the Commission upon submission of the renewal application.

In compliance with 935 CRM 500.105 (4), the company shall not advertise, brand, market, or sponsor anything deemed prohibited in state guidelines.

Any actions taken or programs instituted by the company shall not violate the Commission's regulations with respect to limitations on ownership or control. Additionally, this plan shall remain compliant with all applicable state laws and regulations.