



## Massachusetts Cannabis Control Commission

### Independent Testing Laboratory

#### General Information:

License Number: IL281280  
Original Issued Date: 06/12/2020  
Issued Date: 05/13/2021  
Expiration Date: 06/12/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Analytics Labs, LLC.

Phone Number: 480-459-9603 Email Address: bshalloo@myanalyticslabs.com

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

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Minority-Owned Business

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 40 Percentage Of Control: 40  
Role: Manager Other Role:  
First Name: Tina Last Name: Wae Suffix:  
Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20

Percentage Of Control: 20

Role: Manager

Other Role:

First Name: Gerald

Last Name: Guidera

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 19

Percentage Of Control:

19

Role: Manager

Other Role:

First Name: Tiffany

Last Name: Madru

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 4

Percentage Of Ownership: 21

Percentage Of Control: 21

Role: Manager

Other Role:

First Name: Ted

Last Name: Madru

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Hampden Management, LLC.

Entity DBA:

DBA

City:

Entity Description: Capital Holding Company/Capital Contributor

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description: Hampden Management, LLC. was the Capital holding company for Analytics Labs, LLC. and is no longer the sole capital contributor to the Marijuana Establishment

### CLOSE ASSOCIATES AND MEMBERS

No records found

## CAPITAL RESOURCES - INDIVIDUALS

### Individual Contributing Capital 1

First Name: Tina Last Name: Wae Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20

Capital Attestation: Yes

### Individual Contributing Capital 2

First Name: Gerald Last Name: Guidera Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20

Capital Attestation: Yes

### Individual Contributing Capital 3

First Name: Tiffany Last Name: Madru Suffix:

Types of Capital: Monetary/Equity, Other (Specify) Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20

Capital Attestation: Yes

### Individual Contributing Capital 4

First Name: Ted Last Name: Madru Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 20

Capital Attestation: Yes

## CAPITAL RESOURCES - ENTITIES

### Entity Contributing Capital 1

Entity Legal Name: Hampden Management, LLC Entity DBA:

Email: tiffany.cutting@gmail.com Phone: 413-532-6922

Address 1: 28C Appleton Street Address 2: Suite 3

City: Holyoke State: MA Zip Code: 01040

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$80000 Percentage of Initial Capital: 100

Capital Attestation: Yes

## BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 28C Appleton Street

Establishment Address 2: Suite 3

Establishment City: Holyoke Establishment Zip Code: 01045

Approximate square footage of the Establishment: 1200 How many abutters does this property have?: 5

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

## HOST COMMUNITY INFORMATION

Host Community Documentation:

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

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

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
 First Name: Gerald Last Name: Guidera Suffix: Jr  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 2

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

##### Individual Background Information 3

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

##### Individual Background Information 4

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

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Investor/Contributor Other Role:  
 Entity Legal Name: Hampden Management, LLC Entity DBA:

Entity Description: Capital Holding Company

Phone: 413-532-6922

Email: tmadru@myanalyticslabs.com

Primary Business Address 1: 28C Appleton Street

Primary Business Address 2: Suite 3

Primary Business City: Holyoke

Primary Business State: MA

Principal Business Zip Code: 01040

Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

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

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	UnemploymentComplianceAL.pdf	pdf	606f15852e84db44a04c6cfa	04/08/2021
Secretary of Commonwealth - Certificate of Good Standing	Secretary of Commonwealth Cert. of Good Standing.pdf	pdf	6070577049891145972368a2	04/09/2021
Department of Revenue - Certificate of Good standing	ALMassDORGood Standing0421.pdf	pdf	6074445b16d4db44ccf576cb	04/12/2021

Massachusetts Business Identification Number: 001332510

Doing-Business-As Name:

DBA Registration City: Holyoke

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Operational Timeline for Analytics Labs.pdf	pdf	60707ea7bd015444c5503390	04/09/2021
Business Plan	Business Plan.pdf	pdf	60707f777eb80444db466d83	04/09/2021

### LABORATORY CERTIFICATION

Certifying Body: Perry Johnson Laboratory Accreditation Inc. ISO 17025 Accreditation Certificate Number: 104289

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Qualifications and training	A-002 Training and Competence.pdf	pdf	607081c686f403457678c1f9	04/09/2021
Security plan	A-004 Security.pdf	pdf	607081cbbd015444c55033b2	04/09/2021
Personnel policies including background checks	A-012 Hiring and Termination.pdf	pdf	607081e486f403457678c202	04/09/2021
Record Keeping procedures	A-014 Documentation Control.pdf	pdf	607081ef21aec245a96ca0b3	04/09/2021
Maintaining of financial records	A-018 Invoicing, Accounts Receivable and Banking.pdf	pdf	607081f986f403457678c206	04/09/2021
Transportation of marijuana	INS-001 Transportation of Marijuana.pdf	pdf	60708202cefab844e6713814	04/09/2021
Storage of marijuana	INS-010 Sample Storage.pdf	pdf	6070820fcefab844e6713818	04/09/2021
Quality control and testing	O-002 Testing.pdf	pdf	6070822003415644ba1062fc	04/09/2021
Diversity plan	P-003 Diversity and Positive Impact Plan.pdf	pdf	6070822a8d8557457dbb7c23	04/09/2021
Inventory procedures	SOP-001 Sample Acquisition and Control.pdf	pdf	6070823d03415644ba106300	04/09/2021
Restricting Access to age 21 and older	TL-014-001 Visitor Logbook.pdf	pdf	60708245bd015444c55033b8	04/09/2021
Energy Compliance Plan	TL-070 Energy Efficiency and Conservation Policy.pdf	pdf	6070824fcefab844e671381c	04/09/2021

## ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

**Description of Progress or Success:** Attempts were made to volunteer at Margaret's Pantry in Holyoke but they are currently not accepting volunteers due to Covid-19. Post Covid-19, we will continue to support Margaret's Pantry and have alternatively found other avenues of service,

please see below.

#### Progress or Success Goal 2

**Description of Progress or Success:** Currently sponsoring 2 scholarships for an individual attending the HCC Cannabis Education Center. Additionally working closely with Michele Cabral and Jeffrey Hayden to advise about core curriculum the program, encourage employees to complete the program and/or hire individuals who have successfully completed the program and networking with other marijuana establishments to engage with the program. Ted Madru, Tiffany Madru and Brenda Shalloo attended the Roundtable Discussion on November 20th. Brenda Shalloo has been invited and agreed to participate as a guest in upcoming training events.

#### Progress or Success Goal 3

**Description of Progress or Success:** Volunteered at Mutt Rescue in Chicopee for a total of 14.5 hours.

#### Progress or Success Goal 4

**Description of Progress or Success:** Currently working on canned food drive with Lorraine's Kitchen in Chicopee. We are finalizing our display flyer and give away totes to present to Dispensaries. We will place a receptacle in the lobby of the dispensary and entice patrons to bring in 1 can of food and receive the reusable tote with their purchase (dispensary logo to appear "Your logo here" location). We intend to partner with 5-6 dispensaries in the City of Holyoke, or surrounding area.

#### Progress or Success Goal 5

**Description of Progress or Success:** Contracted laboratory supplies from C&D Electronics a Holyoke based and MBE company. Contacted cleaning services to a minority (latinx) individual who is a resident of Holyoke. Utilized Holyoke based companies for construction and build out needs: Holyoke Lock, Reidy Heating and Cooling, Conklin Furniture, Hogan Technology

#### Progress or Success Goal 6

**Description of Progress or Success:** Initiated an Economic Price List to support Marijuana Establishments that are Commission-designated Economic Empowerment Priority clients.

### COMPLIANCE WITH DIVERSITY PLAN

#### Diversity Progress or Success 1

**Description of Progress or Success:** 43% of current employees are individuals identifying as women minorities, veterans, people with disabilities and people identifying as LGBTQ+. Analytics Labs have extended unofficial offers (pending final licensure), which have been accepted, to 2 additional individuals identifying as women minorities, veterans, people with disabilities and people identifying as LGBTQ+. It is the intent of the lab to continue to give hiring preference to these individuals.

#### Diversity Progress or Success 2

**Description of Progress or Success:** Provided a line of credit, net 30 with no credit limit, to Cannaprovisions and Levia to support Marijuana Establishments whose ownership consists of at least 51% of minorities, women, veterans, people with disabilities and/or people identifying as LGBTQ+. Analytics Labs will continue to extend this line of credit as contact is made with additional Licensed Marijuana Establishments whose ownership consists of at least 51% of minorities, women, veterans, people with disabilities and/or people identifying as LGBTQ+.

### HOURS OF OPERATION

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

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

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

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

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

Saturday From: Closed    Saturday To: Closed

Sunday From: Closed    Sunday To: Closed

## Community Outreach Meeting Attestation Form

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

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

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

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

**Chicopee**

right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.** Other terms, if any, to be announced at the sale. PNC Bank, National Association Present Holder of said Mortgage. By its Attorneys, ORLAND PC PO Box 540540 Waltham, MA 02454 Phone: (781) 790-7800 19-003745 (August 28, Sept. 4, 11)

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

**Feeding Hills**

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

**Holyoke**

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

**Longmeadow**

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE** By virtue and in execution of the Power of Sale contained in a certain mortgage given by Jane W. Lawson, Robert M. Lawson to Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B., dated February 24, 2005 and recorded in the Hampden County Registry of Deeds in Book 14854, Page 215, of which mortgage the undersigned is the present holder, by assignment from: Financial Freedom Senior Funding Corporation to Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC, recorded on January 19, 2010, in Book No. 18155, at Page 22 Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, recorded on May 15, 2019, in Book No. 22666, at Page 275 for breach of the conditions of said mortgage and for the purpose of foreclosure, the same will be

**Longmeadow**

bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 510399, Newton Highlands, Massachusetts 02461-0399, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale. **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT - SERIES I TRUST** Present holder of said mortgage By its Attorneys, HARMON LAW OFFICES, P.C. 150 California St. Newton, MA 02458 (617) 558-0500 16188 (September 11, 18, 25)

**Southwick**

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE** By virtue and in execution of the Power of Sale contained in a certain mortgage given by William K. Shoemaker and Gretchen O. Shoemaker to Mortgage Electronic Registration Systems, Inc. as nominee for, IndyMac Bank, F.S.B., a Federally Chartered Savings Bank, its successors and assigns, dated September 13, 2007 and recorded with the Hampden County Registry of Deeds at Book 16925, Page 585, subsequently assigned to OneWest Bank, FSB by Mortgage Electronic Registration Systems, Inc., solely as nominee for, IndyMac Bank, F.S.B., a Federally Chartered Savings Bank, its successors and assigns by assignment recorded in said Hampden County Registry of Deeds at Book 19982, Page 187 subsequently assigned to Ocwen Loan Servicing, LLC by OneWest Bank FSB by assignment recorded in said Hampden County Registry of Deeds at Book 20761, Page 40, subsequently assigned to Federal National Mortgage Association by Ocwen Loan Servicing, LLC

**Southwick**

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

**Springfield**

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

**Springfield**

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE** Premises: 23 Enfield Street Springfield, Massachusetts By virtue and in execution of the Power of Sale contained in a certain mortgage given by Thomas W. Cieplik and Maria F. Cieplik to Financial Freedom Senior Funding Corporation and now held by Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, said mortgage dated December 2, 2005, and recorded in the Hampden County Registry of Deeds, in Book 19094 at Page 49, as affected by an Assignment of Mortgage dated December 15, 2016, and recorded with said Deeds in Book 21512 at Page 575, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on September 18, 2019, at 12:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HAMPDEN, STATE OF MASSACHUSETTS, AND IS DESCRIBED AS FOLLOWS: BEING KNOWN AND DESIGNATED AS LOT #12 (TWELVE) ON A "PLAN OF NEW LIS HEIGHTS DEVELOPMENT, SPRINGFIELD, MASS., OWNED BY ARTHUR U. AND PAULINE S. MCINTYRE, CIVIL ENGINEERS, SPRINGFIELD, MASS., DATED MAY 1948" AND RECORDED IN HAMPDEN COUNTY REGISTRY OF DEEDS, BOOK OF PLANS 27, PAGE 99; MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

**Springfield**

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

**Springfield**

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

**Springfield**

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

**Springfield**

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

**Springfield**

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

## Order Confirmation

Ad Order Number  
0003120372

Sales Rep.  
kportier

Order Taker  
kportier

Order Source  
E-Mail

Customer  
Guidera, Jerry

Customer Account  
4139992173GUID

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

Customer Phone  
4139992173

Payer Customer  
Guidera, Jerry

Payer Account  
4139992173GUID

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

Payer Phone  
4139992173

PO Number  
Cannabis testing lab

Ordered By  
Ryan

Customer Fax

Customer EMail

Special Pricing

Tear Sheets  
2

Proofs  
0

Affidavits  
0

Blind Box

Promo Type

Materials

Invoice Text  
cannabis testing lab

Ad Order Notes

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

Ad Number  
0003120372-01

Ad Type  
Class Local Liner

Production Method  
Internal

Production Notes

External Ad Number

Ad Attributes

Ad Released  
No

Pick Up  
0003108635

Ad Size  
1 X 16 li

Color

Run Date	Product	Placement	Sched Cst	Subtotal
09/11/2019	UN/SR	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$131.20	\$131.20
09/11/2019	Web	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$0.00	\$0.00
09/11/2019	Chicopee/HolyokePlus	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$0.00	\$0.00
09/11/2019	Metro West Plus	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$0.00	\$0.00
09/11/2019	Neighbor/MetroSoPlus	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$0.00	\$0.00
09/11/2019	HampFrank/MetroEPlus	Legal Notices NOTICEISHEREBYGIVENTHATACOMMUNITYOUTREACHMEETINGFORAPROPOSEDMARIJUANAESTABLISHMENTISSCHEDULEDFORTHURSDAYSEPTEMBER11TH2019	\$0.00	\$0.00

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

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

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

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

---

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

## **Attachment C**

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

## Attachment C

100 APPLETON ST  
HOLYOKE, MA 01040

100 WATER ST  
HOLYOKE, MA 01040

100 WATER ST  
HOLYOKE, MA 01040

536 DWIGHT STREET  
HOLYOKE, 01 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

63 NORTH CANAL STREET  
HOLYOKE, MA 01040

25 WARWICK ST  
LONGMEADOW, MA 01106-1046

56 CANAL ST  
HOLOKE, MA 01040

28 APPLETON ST  
HOLYOKE, MA 01040

99 SUFFOLK ST  
HOLYOKE, MA 01040

694 CENTER ST  
CHICOPEE, MA 01013-1566

694 CENTER ST  
CHICOPEE, MA 01013-1566

694 CENTER ST  
CHICOPEE, MA 01013-1566

INC  
85 SARGEANT ST  
HOLYOKE, MA 01040

INC  
85 SARGEANT ST  
HOLYOKE, MA 01040

10 PARK PLAZA  
BOSTON, MA 02116

68 WINTER ST  
HOLYOKE, MA 01040

10 PARK PLAZA  
BOSTON, MA 02116

100 WATER STREET  
HOLYOKE, MA 01040

10 PARK PLAZA  
BOSTON, MA 02116

10 PARK PLAZA  
BOSTON, MA 02116

P O BOX 1246  
HOLYOKE, MA 01041

72 RUSSELL ST  
NORTH QUINCY, MA 02171

P O BOX 1246  
HOLYOKE, MA 01040

P O BOX 1246  
HOLYOKE, MA 01040

18 CANAL STREET  
HOLYOKE, MA 01040

## Attachment C

330 WHITNEY AVE #440  
HOLYOKE, MA 01040

82 WENDELL AVENUE #100  
PITTSFIELD, MA 01201

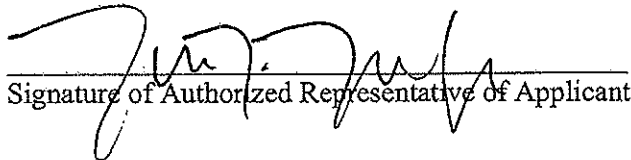
P O BOX 151  
HOLYOKE, MA 01041

## Host Community Agreement Certification Form

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


### Applicant

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

  
Signature of Authorized Representative of Applicant

### Host Community

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

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

# **Plan to Remain Compliant with Local Zoning**

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

## **Background**

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

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

## **Ongoing Compliance**

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

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



April 2021

**HOLYOKE OFFICE OF PLANNING & ECONOMIC DEVELOPMENT - CANNABIS INDUSTRY IMPACT STATEMENT**

For Holyoke, the Cannabis industry is an opportunity to build on the growing revitalization efforts for the city. Both public and private developments are beginning to have an impact on the challenges the city has faced for decades, including high unemployment, low education achievement, lack of investments in key neighborhoods as well as the impact of a failed war on drugs.

In a recently published study, the Cannabis Control Commission concluded that Holyoke is the single most disproportionately impacted (DI) city in the commonwealth as a result of the failed war on drugs. "It should be noted that disproportionate impacts of drug enforcement occur alongside and interact with other economic and social problems (e.g., slow job growth and poor-quality schools). With that, thoughtful and strategic utilization of the DI score for policymaking can help improve social equity within the cannabis industry, and hopefully, in communities that have long faced social and economic challenges in the Commonwealth." It is clear that the city needs opportunity, job creation, and economic development.

Between Holyoke's manufacturing history, our locally controlled low electric rates, our geographic location and a workforce in need of opportunity and other factors, Holyoke is an ideal location to establish the cannabis industry. Additionally, the political climate and overall citizenry support helped forge a path to welcoming this industry to the city.

The Cannabis industry is providing many positive impacts in the city and greater Holyoke area, such as jobs, rehabilitation of old mills, and tax dollars. These benefits do not come without some struggle; 100's of staff hours, strain on an aging infrastructure, increased social inequities and a ripple effect on other businesses and housing projects. Navigating both the local and State regulations has become an overriding demand for many city departments, putting additional stress on a lean municipal team as well as our volunteer boards. Planning, inspections, and security of these new businesses has an impact on the city's ability to address other issues and projects within the city.

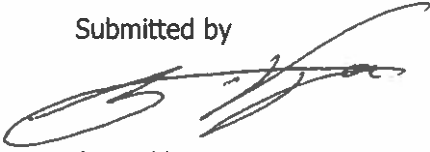
The Cannabis industry does provide a number of employment opportunities but there is a lack of trained workforce in the area. In an effort to address the high unemployment numbers in Holyoke, and begin to address the social inequities of this industry, efforts to work with Holyoke Community College and other job training programs are underway to build a ready workforce.

The built environment has major influences on social determinants of health as Holyoke continues to have high rates of asthma and other health effects impacted by its industrial history. We hope leveraging the investments from the Impact Fee into neighborhoods will help the city address quality of life issues. As the Cannabis Industry establishes itself into the fabric of the city, our sidewalks, lighting, and other infrastructure needs are desperate for repair to accommodate new activity in often underutilized areas. Traffic, pedestrian safety, and parking, begin to start the list of city investment needs to support these new businesses.

Impact on the real estate market has been unprecedented. The city is currently facing a "Cannabis Boom" with the recent purchase of many properties in the Industrial zone of the city. Buildings that have sat vacant for years are now under sale agreements. Sale prices for property far exceed market value creating a sellers' market and difficult, if not impossible, for other smaller, non-cannabis businesses to establish themselves in the city. While many of the buildings purchased are seeing rehabilitation efforts, many buildings, though under agreement, continue to sit idle unavailable to other investors or developments.

Cannabis is a good industry to be located in Holyoke but their presence has exposed and, in some cases, exacerbated the issues of our infrastructure, our available workforce, the capacity for the city to gain the needed expertise, and to devote staff time to these projects. It is our plan to utilize funds received through the Impact Fee to address these issues, and to create a stronger and even more welcoming community for the Cannabis Industry.

Submitted by

A handwritten signature in black ink, appearing to read 'Aaron Vega', with a large, stylized flourish extending from the end of the signature.

Aaron Vega

Director for the Office of Planning & Economic Development

cc: Brenna Murphy McGee, City Clerk

# **ANALYTICS LABS, LLC**

## **PLAN FOR POSITIVELY IMPACTING AREAS OF DISPROPORTIONATE IMPACT**

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

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

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

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### **PROGRAM POPULATIONS**

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

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

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### **POSITIVE IMPACT PROGRAMS**

#### **A. Community Service Partner Program**

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

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

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

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

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

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

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

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

## **B. Priority Contractor Program**

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

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

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

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

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

## **C. Economic Empowerment Priority Program**

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

1. 10% Discount on all lab testing fees;

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

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

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

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

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

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

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## **Reporting**

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

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

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



August 14, 2019

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

Dear Ms. Cutting:

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

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

Sincerely,

Rory Casey  
Director of Development & Marketing

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

40 Brightside Drive • Holyoke, MA 01040 • 413-536-9109 • F 413-536-1137 • [provministries.org](http://provministries.org)

*Founded by the Sisters of Providence*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

[Special Filing Instructions](#)

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001332510

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

**2a. Location of its principal office:**

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

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

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

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

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

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

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

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

**I, GERALD G. GUIDERA, JR. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.**

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

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

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

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

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

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

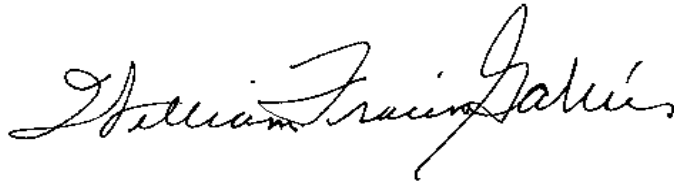
**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of June, 2018,**  
GERALD G. GUIDERA, JR.  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

June 18, 2018 03:07 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

[Special Filing Instructions](#)

**Certificate of Amendment**

(General Laws, Chapter )

**Identification Number:** 001332510

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

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

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

**2a. Location of its principal office:**

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

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

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

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

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

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

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

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

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

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

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

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

**9. Additional matters:**

**10. State the amendments to the certificate:**

NEW NAME, NEW ADDRESS, NEW MANAGER.

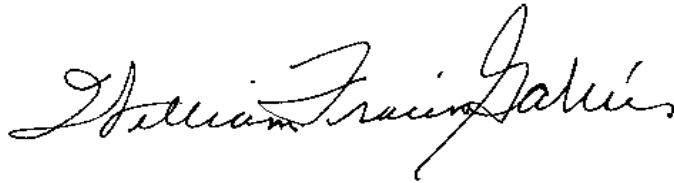
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

October 17, 2018 10:58 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

**Identification Number:** 001332510

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

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

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

**2a. Location of its principal office:**

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

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

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

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

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

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

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

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

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

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

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

**9. Additional matters:**

**10. State the amendments to the certificate:**

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

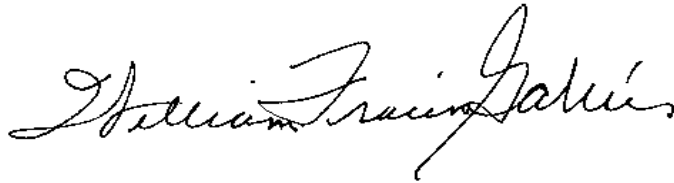
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 14, 2019 12:21 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 15, 2019

TO WHOM IT MAY CONCERN:

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

**ANALYTICS LABS LLC**

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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

mass.gov/dor

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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

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

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

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

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

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

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# OPERATING AGREEMENT

## ANALYTICS LABS LLC

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

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

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

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

### ARTICLE I Organization, Purpose, and Powers.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II Members and Capital Contributions

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

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

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

### 2.04 Capital Contributions.

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

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

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

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

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

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

### ARTICLE III Additional Capital.

#### 3.01 Funding Capital Requirements.

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

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

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

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

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

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

#### ARTICLE IV Distributions.

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

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

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

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

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

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

(i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Manager;

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

(iii) Third, the balance to the Members in proportion to their respective Percentage Interests.

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

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

## ARTICLE V Allocations.

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

## ARTICLE VI Management

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

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

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

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

(d) To obtain credit and other financial accommodations;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII Fiscal Matters

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

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

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

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

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

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

## ARTICLE VIII Transfers of Interests

### 8.01 General Restrictions on Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX Dissolution and Termination

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

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

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

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

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

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

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

## ARTICLE X General Provisions

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE X Definitions

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

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

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

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

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

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

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

"Bankruptcy" means any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Tiffany Cutting Madru, Manager

## SCHEDULE A

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

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

## APPENDIX I

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

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

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

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

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

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

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

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

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

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

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

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

# BUSINESS PLAN

## Analytics Labs, LLC

### Services

FIELD OF TEST	TEMS, MATERIALS OR PRODUCTS TESTED	SPECIFIC TESTS OR PROPERTIES MEASURED	SPECIFICATION, STANDARD METHOD OR TECHNIQUE USED	RANGE (WHERE APPROPRIATE) AND DETECTION LIMIT
Chemical	Finished Marijuana/Hemp Flower	Cannabinoid: CBDV THCV CBD CBG CBDa CBGa CBN Delta9-THC Delta8- THC CBC THCa	SOP-009 (Agilent 1100 HPLC)	D.L. = 0.018 %(w/w) D.L. = 0.023 %(w/w) D.L. = 0.018 %(w/w) D.L. = 0.011 %(w/w) D.L. = 0.022 %(w/w) D.L. = 0.014 %(w/w) D.L. = 0.022 %(w/w) D.L. = 0.013 %(w/w) D.L. = 0.024 %(w/w) D.L. = 0.016 %(w/w) D.L. = 0.013 %(w/w)
Chemical	Marijuana/Hemp Infused Products (MIPs)	Cannabinoid: CBDV THCV CBD CBG CBDa CBGa CBN Delta9-THC Delta8- THC CBC THCa	SOP-009 (Agilent 1100 HPLC)	D.L. = 0.027 mg/g D.L. = 0.035mg/g D.L. = 0.027 mg/g D.L. = 0.017 mg/g D.L. = 0.034 mg/g D.L. = 0.021 mg/g D.L. = 0.032 mg/g D.L. = 0.019 mg/g D.L. = 0.031 mg/g D.L. = 0.025 mg/g D.L. = 0.02 mg/g
Chemical	Marijuana/Hemp Extract Cannabinoids	Cannabinoid: CBDV THCV CBD CBG CBDa CBGa CBN Delta9-THC Delta8- THC CBC THCa	SOP-009 (Agilent 1100 HPLC)	D.L. = 0.036 %(w/w) D.L. = 0.046 %(w/w) D.L. = 0.036 %(w/w) D.L. = 0.022 %(w/w) D.L. = 0.045 %(w/w) D.L. = 0.028 %(w/w) D.L. = 0.043 %(w/w) D.L. = 0.026 %(w/w) D.L. = 0.041 %(w/w) D.L. = 0.033 %(w/w) D.L. = 0.027 %(w/w)

Chemical	Marijuana/Hemp Extract Cannabinoids	Vitamin E Acetate	SOP-012 (Agilent 1100 HPLC)	D.L. = 0.2 %(w/w)
Chemical	Finished Marijuana/Hemp Flower	Terpenes/Additives: a-Pinene Camphene B-Myrcene B-Pinene 3-Carene A-Terpinene Ocimene Limonene p-Cymene Eucalyptol Gamma-Terpinene Terpinolene Linalool Isopulegol Geraniol B-Caryophyllene a-Humulene Nerolidol Guaiol Caryophyllene Oxide a-Bisabolol	SOP-010 (GC-FID)	D.L. = 0.003 43 %(w/w) D.L. = 0.003 23 % (w/w) D.L. = 0.002 85 %(w/w) D.L. = 0.002 94 %(w/w) D.L. = 0.002 60 %(w/w) D.L. = 0.002 66 %(w/w) D.L. = 0.002 61 %(w/w) D.L. = 0.002 29 %(w/w) D.L. = 0.002 37 %(w/w) D.L. = 0.002 16 %(w/w) D.L. = 0.002 27 %(w/w) D.L. = 0.002 34 %(w/w) D.L. = 0.001 66 %(w/w) D.L. = 0.001 6 %(w/w) D.L. = 0.001 84 %(w/w) D.L. = 0.001 62 %(w/w) D.L. = 0.001 95 %(w/w) D.L. = 0.001 66 %(w/w) D.L. = 0.001 58 %(w/w) D.L. = 0.003 32 %(w/w) D.L. = 0.001 57 %(w/w)
Chemical	Marijuana/Hemp Infused Products (MIPs)	Terpenes/Additives: a-Pinene Camphene B-Myrcene B-Pinene 3-Carene A-Terpinene Ocimene Limonene p-Cymene Eucalyptol Gamma-Terpinene Terpinolene Linalool Isopulegol Geraniol B-Caryophyllene a-Humulene Nerolidol Guaiol Caryophyllene Oxide	SOP-010 (GC-FID)	D.L. = 0.000 686 %(w/w) D.L. = 0.000 646 %(w/w) D.L. = 0.000 57 %(w/w) D.L. = 0.000 588 %(w/w) D.L. = 0.000 52 %(w/w) D.L. = 0.000 532 %(w/w) D.L. = 0.000 522 %(w/w) D.L. = 0.000 458 %(w/w) D.L. = 0.000 474 %(w/w) D.L. = 0.000 432 %(w/w) D.L. = 0.000 454 %(w/w) D.L. = 0.000 468 %(w/w) D.L. = 0.000 332 %(w/w) D.L. = 0.000 32 %(w/w) D.L. = 0.000 368 %(w/w) D.L. = 0.000 324 %(w/w) D.L. = 0.000 39 %(w/w) D.L. = 0.000 332 %(w/w) D.L. = 0.000 316 %(w/w) D.L. = 0.00 0664 %(w/w) D.L. = 0.000 314 %(w/w)

		a-Bisabolol		
Chemical	Marijuana/Hemp Extract Cannabinoids	Terpenes/Additives: a-Pinene Camphene B-Myrcene B-Pinene 3-Carene A-Terpinene Ocimene Limonene p-Cymene Eucalyptol Gamma-Terpinene Terpinolene Linalool Isopulegol Geraniol B-Caryophyllene a-Humulene Nerolidol Guaiol Caryophyllene Oxide a-Bisabolol	SOP-010 (GC-FID)	D.L. = 0.006 86 %(w/w) D.L. = 0.006 46 %(w/w) D.L. = 0.005 7 %(w/w) D.L. = 0.005 88 %(w/w) D.L. = 0.005 2 %(w/w) D.L. = 0.005 32 %(w/w) D.L. = 0.005 22 %(w/w) D.L. = 0.004 58 %(w/w) D.L. = 0.004 74 %(w/w) D.L. = 0.004 32 %(w/w) D.L. = 0.004 54 %(w/w) D.L. = 0.004 68 %(w/w) D.L. = 0.003 32 %(w/w) D.L. = 0.003 2 %(w/w) D.L. = 0.003 68 %(w/w) D.L. = 0.003 24 %(w/w) D.L. = 0.003 9 %(w/w) D.L. = 0.003 32 %(w/w) D.L. = 0.003 16 %(w/w) D.L. = 0.006 64 %(w/w) D.L. = 0.003 14 %(w/w)
Chemical	Marijuana/Hemp Extract Cannabinoids	Residual Solvents: n-butane Isobutane Propane	SOP-011 (Agilent 6890 GC-FID)	D.L. = 0.407 mg/kg D.L. = 0.427 mg/kg D.L. = 0.36 mg/kg
Chemical	Finished Marijuana/Hemp Flower	Heavy Metals: Arsenic Cadmium Mercury Lead	SOP-005 (ThermoFisher iCAPQ ICPMS)	D.L. = 44.3 µg/kg D.L. = 34.8 µg/kg D.L. = 7.8 µg/kg D.L. = 11.5 µg/kg
Chemical	Marijuana/Hemp Infused Products (MIPs)	Heavy Metals: Arsenic Cadmium Mercury Lead	SOP-005 (ThermoFisher iCAPQ ICPMS)	D.L. = 44.3 µg/kg D.L. = 34.8 µg/kg D.L. = 7.8 µg/kg D.L. = 11.5 µg/kg
Chemical	Marijuana/Hemp Extract Cannabinoids	Heavy Metals: Arsenic Cadmium Mercury Lead	SOP-005 (ThermoFisher iCAPQ ICPMS)	D.L. = 44.3 µg/kg D.L. = 34.8 µg/kg D.L. = 7.8 µg/kg D.L. = 11.5 µg/kg
Chemical	Finished Marijuana/Hemp Flower	Mycotoxins: Aflatoxin-G2 Aflatoxin-G1 Aflatoxin-B2	SOP-0008 (Waters TQ-S Micro – LCMSMS)	D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg

		Aflatoxin-B1 Ochratoxin A Pesticides: Herbicides: Imidacloprid Imazalil Myclobutanil Bifenazate Trifloxystrobin Spiromesifen Etoxazole Cyfluthrin Bifenthrin		D.L. = 5.66 µg/kg D.L. = 1.12 µg/kg  D.L. = 2.21 µg/kg D.L. = 1.35 µg/kg D.L. = 1.54 µg/kg D.L. = 1.27 µg/kg D.L. = 1.54 µg/kg D.L. = 2.26 µg/kg D.L. = 1.39 µg/kg D.L. = 4.60 µg/kg D.L. = 1.78 µg/kg
Chemical	Marijuana/Hemp Infused Products (MIPs)	Mycotoxins: Aflatoxin-G2 Aflatoxin-G1 Aflatoxin-B2 Aflatoxin-B1) Ochratoxin A Pesticides: Herbicides: Imidacloprid Imazalil Myclobutanil Bifenazate Trifloxystrobin Spiromesifen Etoxazole Cyfluthrin Bifenthrin	SOP-0008 (Waters TQ-S Micro – LCMSMS)	D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 1.12 µg/kg  D.L. = 2.21 µg/kg D.L. = 1.35 µg/kg D.L. = 1.54 µg/kg D.L. = 1.27 µg/kg D.L. = 1.54 µg/kg D.L. = 2.26 µg/kg D.L. = 1.39 µg/kg D.L. = 4.60 µg/kg D.L. = 1.78 µg/kg
Chemical	Marijuana/Hemp Extract Cannabinoids	Mycotoxins: Aflatoxin-G2 Aflatoxin-G1 Aflatoxin-B2 Aflatoxin-B1) Ochratoxin A Pesticides: Herbicides: Imidacloprid Imazalil Myclobutanil Bifenazate Trifloxystrobin Spiromesifen Etoxazole Cyfluthrin Bifenthrin	SOP-0008 (Waters TQ-S Micro – LCMSMS)	D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 5.66 µg/kg D.L. = 1.12 µg/kg  D.L. = 2.21 µg/kg D.L. = 1.35 µg/kg D.L. = 1.54 µg/kg D.L. = 1.27 µg/kg D.L. = 1.54 µg/kg D.L. = 2.26 µg/kg D.L. = 1.39 µg/kg D.L. = 4.60 µg/kg D.L. = 1.78 µg/kg

Chemical	Finished Marijuana/Hemp Flower	Moisture	SOP-004 (Moisture Reader)	D.L. = 0 %(w/w)
Microbiological	Finished Marijuana	Total Aerobic Bacteria Total Bile-Tolerant Gram Negative Bacteria Total Coliforms Total Yeast & Mold	SOP-006 (3M petrifilm)	DL = 200 CFU/g DL = 20 CFU/g D.L. = 20 CFU/g D.L. = 200 CFU/g
Microbiological	Hemp Flower Marijuana	Total Aerobic Bacteria Total Bile-Tolerant Gram Negative Bacteria Total Coliforms Total Yeast & Mold	SOP-006 (3M petrifilm)	DL = 200 CFU/g DL = 20 CFU/g D.L. = 20 CFU/g D.L. = 200 CFU/g
Microbiological	Marijuana/Hemp Extract Cannabinoids	Total Aerobic Bacteria Total Bile-Tolerant Gram Negative Bacteria Total Coliforms Total Yeast & Mold	SOP-006 (3M petrifilm)	DL = 200 CFU/g DL = 20 CFU/g D.L. = 20 CFU/g D.L. = 200 CFU/g
Microbiological	Finished Marijuana	<i>Shiga Toxin-Producing Escherichia coli, Salmonella spp.</i>	SOP-007 (Bio-Rad qPCR)	Present/Absent
Microbiological	Hemp Flower Marijuana	<i>Shiga Toxin-Producing Escherichia coli, Salmonella spp.</i>	SOP-007 (Bio-Rad qPCR)	Present/Absent
Microbiological	Marijuana/Hemp Extract Cannabinoids	<i>Shiga Toxin-Producing Escherichia coli, Salmonella spp.</i>	SOP-007 (Bio-Rad qPCR)	Present/Absent

## **Sales Projections**

Approximately \$1 Billion tested and sold in the State of Massachusetts in 2020.

## **Mission Statement**

Analytics Labs foundation is rooted in the concept of ensuring public health by standing steadfast in the basic principles of good laboratory practices. The ethical standards enforced in Analytics Labs daily laboratory practices will establish defensive results that will stand on their own in any court of law. It is our intention to guide the moral compass of cannabis

laboratories in a direction that will allow for industry wide confidence in cannabis laboratory procedures. By working in tandem with the Cannabis Control Commission we hope to entrust the dispensaries with the ability to confidently sell products to consumers without concern for public safety.

## **Principal Members**

Gerald "Jerry" Guidera

Tina Wae

Tiffany Madru

Ted Madru

## **Legal Structure**

Massachusetts Limited Liability Corporation

## **Industry**

The cannabis industry in Massachusetts requires laboratory testing of all cannabis products manufactured by an ISO 17025.2017 Accredited and CCC Licensed Independent Testing Laboratory prior to the final point of sale. With limited cannabis laboratories operating in Massachusetts there is high demand for additional laboratories that can offer the required testing services. The City of Holyoke is home to several large-scale marijuana cultivators and producers giving Analytics Labs a geographic advantage.

## **Competitors**

- Licensed:
  - CDX Analytics: Salem, MA
  - MCR Labs: Framingham, MA
  - Steep Hill Massachusetts: Framingham, MA
  - Indo Laboratories: Marlborough, MA
- Provisional
  - ProVerde
  - Kaycha
- Pending Provisional
  - Green Valley Analytics
  - Safetiva

## **Competitive Advantage**

Expertise of cannabis analytical testing, the geographic location of the laboratory, and understanding the importance of customer service gives Analytics Labs a distinct advantage.

The ownership of the laboratory are dedicated entrepreneurs with decades of experience in owning and operating highly regulated companies. The Chief Scientific Officer, Brenda Shalloo, has over 10 years of

cannabis specific laboratory experience and extensive knowledge of client's expectations. The scientific staff was chosen based on their analytical chemistry expertise but also their experience in cannabis science.

Western Massachusetts is fast becoming the epicenter of the cannabis industry within the state. By the laboratory being centered in Holyoke it allows clientele easy access for sample drop off or scheduling of last-minute sample pick-ups. The closest operational independent testing lab is located 70 miles from Analytics Labs. The prime location in Holyoke allows for the capture of many western Massachusetts marijuana establishments.

Analytics Labs will take pride in having top-ranking customer service. The dedicated Project Management Team will provide the highest level of personalized service that is unmatched in New England. Project Managers will work closely with our scientific crew to maintain consistent results and turnaround times. We understand the uniqueness of each client and will be committed wholeheartedly to maintain all our client's needs. It is our goal to make each client feel like they are our only client.

## Analytics Labs - Five-Year Budget

3:53 PM

02/02/21

Accrual Basis

### Analytics Labs LLC Profit & Loss Budget Overview January through December 2021

	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	TOTAL Jan - Dec 21
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
47900 - Sales	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	500,000.00	500,000.00	500,000.00	625,000.00	625,000.00	625,000.00	4,575,000.00
<b>Total Income</b>	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	500,000.00	500,000.00	500,000.00	625,000.00	625,000.00	625,000.00	4,575,000.00
<b>Expense</b>													
50000 - Annual Repost Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	520.00	520.00
50400 - Professional Fees	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	19,200.00
60000 - Advertising and Promotion	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
60200 - Automobile Expense	0.00	1,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
60400 - Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61700 - Computer and Internet Expenses	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
63300 - Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
63400 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63510 - Dues, Licenses, etc.	525.00	1,225.00	875.00	875.00	525.00	0.00	0.00	0.00	175.00	525.00	175.00	250.00	5,150.00
64110 - Maint/Service Contract	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
64300 - Meals and Entertainment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64400 - Lab Supplies	45,000.00	25,000.00	25,000.00	40,500.00	40,500.00	40,500.00	50,500.00	50,500.00	50,500.00	63,000.00	63,000.00	63,000.00	557,000.00
64900 - Office Supplies	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
64910 - Postage / Shipping	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
64920 - Printing	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
66000 - Payroll Service Fees	125.00	125.00	175.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,225.00
67100 - Rent Expense	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	22,500.00
67200 - Repairs and Maintenance	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
67210 - Repair & Maint - Misc Supplies	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
67300 - Reference Materials	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
68010 - Taxes - Payroll	3,700.00	8,000.00	11,200.00	14,200.00	21,500.00	21,500.00	21,500.00	21,500.00	25,500.00	25,500.00	25,500.00	25,500.00	225,100.00
68100 - Telephone Expense	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
68400 - Travel Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88500 - Utilities	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	13,500.00
88610 - Internet/Cable	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
89010 - Wages	54,000.00	63,750.00	80,500.00	98,400.00	114,600.00	114,600.00	114,600.00	114,600.00	134,000.00	134,000.00	134,000.00	134,000.00	1,291,050.00
71000 - Misc. Expenses	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
<b>Total Expense</b>	107,975.00	128,725.00	122,875.00	163,300.00	186,450.00	185,925.00	195,925.00	195,925.00	219,500.00	232,350.00	234,000.00	232,595.00	2,205,545.00
<b>Net Ordinary Income</b>	-107,975.00	-128,725.00	-122,875.00	236,700.00	213,550.00	214,075.00	304,075.00	304,075.00	280,500.00	392,650.00	391,000.00	392,405.00	2,369,455.00
<b>Net Income</b>	-107,975.00	-128,725.00	-122,875.00	236,700.00	213,550.00	214,075.00	304,075.00	304,075.00	280,500.00	392,650.00	391,000.00	392,405.00	2,369,455.00

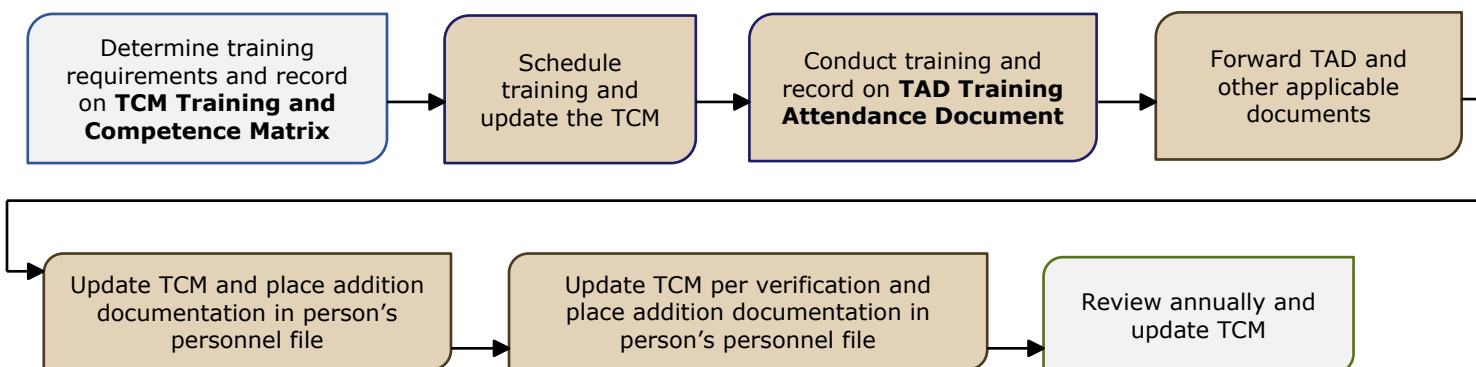

[MS Manual - Click Here](#)

## A-002 Training and Competence

### Administrative Procedure Description:

This Procedure establishes the methods and requirements relevant to the training of personnel and the determination of competence. This procedure applies to all personnel who manage, supervise and/or perform work affecting the quality of testing, and health and/or safety.

### Process Flow:



### References:

Title	Location
<b>INPUTS</b>	
A-014 Documentation Control	Everyday Docs>Administrative Procedures>
A-009 Management Review	Everyday Docs>Administrative Procedures>
A-006 Proficiency Testing	Everyday Docs>Administrative Procedures>
<a href="#">TCM-F</a> Training and Competence Matrix (BLANK)	Tech Tools>Forms>
<a href="#">TAD-F</a> Training Attendance Document (BLANK)	Tech Tools>Forms>
<a href="#">Job Description</a>	Everyday Docs>Administrative Procedures>Job Descriptions>
<b>OUTPUTS</b>	
<a href="#">Job Description</a>	Everyday Docs>Administrative Procedures>Job



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## Cannabis Testing Laboratory Management System: ISO 17025

Title	Location
	Descriptions>
<a href="#">TCM</a> Training and Competence Matrix (In-Process or Complete)	Everyday Docs>Records>TCM>
<a href="#">TAD</a> Training Attendance Document (In-Process or Complete)	Everyday Docs>Records>Records [Year]>TAD>

## Administrative Procedure:

### 1. Job Description

- 1.1. The determination of supervision will be stated on the employment offer letter.
  - 1.1.1. Supervisors will be directly responsible for the oversight of work completed by employees under their supervision and will manage small human resource issues
  - 1.1.2. Supervisors will report directly to the CSO with any large human resource issues or any issues that cannot easily be resolved.
  - 1.1.3. It is the determination of the supervisor to determine severity of the issues and when they need to be escalated.
- 1.2. For each classification, title or function a Job Description is developed to define the education, background training and skills necessary for the tasks required for the classification, title or function. Job Descriptions are Everyday Docs>Administrative Procedures and are documented in the Job Descriptions sub directory.

### 2. Training Matrix

- 2.1. A training matrix (TCM-F Training and Competence Matrix) is established and maintained by the Quality Control department as a means of determining all areas where training is required for all personnel.
- 2.2. The training matrix will be reviewed annually, typically as part of the internal audit, against the employee training logs.
- 2.3. The matrix defines training areas cross-referenced to personnel and those areas where training has been accomplished and the level of proficiency. Each level is coded as follows:
  - 2.3.1. **R** – Training required.
  - 2.3.2. **I** – Training in progress.
  - 2.3.3. **V** – The person has been verified as competent in that area and capable of training others in the area..





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## Cannabis Testing Laboratory Management System: ISO 17025

**NOTE:** Blocks without a designation are determined not to be applicable to the person at that time.

### 3. Required Training

- 3.1. Management will determine training requirements for applicable personnel when hired, when cross-training is required or when job duties are expanding.
- 3.2. Quality, testing legal, health and safety training will be determined through review of the relevant laws (i.e.: OHSA, 935 CMR: CANNABIS CONTROL COMMISSION, etc.) and quality requirements.
- 3.3. Department Leads are encouraged to recommend training for any personnel under their supervision/oversight.
- 3.4. Training requirements will be reviewed a minimum of once per year, or as often as required to maintain the competence of the personnel, and the Training Matrix will be updated to match each employees training log.
- 3.5. Training requirements may include "Value Added Training" that may, or may not, be directly related to the operation, however, will enhance the personnel's ability to improve the customers' confidence (i.e. First Aid certification, Auditor training, Customer Service Training, etc.) or comply with government regulations (i.e. Surviving an OSHA inspection, OSHA Recordkeeping Requirements, etc.).

3.5.1. The Quality Control department will include such training (as appropriate) on the matrix.

### 4. General Orientation Training

- 4.1. All employees have access to the employee handbook which outlines the general employment policies and practices as well as general information (i.e. reporting absences, requesting vacation time, reporting on the job injuries, etc.) and will sign the cover page as documentation of the receipt.

4.1.1. The signed cover page will be stored in the employees personnel file.

### 5. Security, Quality, Health and Safety Training

- 5.1. Employees are trained in Security procedures, quality and the importance of adherence to the MS, safe work practices, use of personal protective equipment (PPE), as applicable.
- 5.2. The Quality Control department provides and documents proper quality, health and safety training has been conducted by retaining a signed copy of the Health and Safety Manual in the employees personnel file and in the employees training log.

### 6. Orientation, Security, Quality and Safety Training Records

- 6.1. The Quality Control department maintains the records of all General Orientation, Security, Quality, Health and Safety training in the employees individual personnel file and in the employees training log.

### 7. Proficiency Testing





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## Cannabis Testing Laboratory Management System: ISO 17025

7.1. Proficiency testing is accomplished in accordance with A-006 Proficiency Testing.

### 8. Good Practices

8.1. Employees are trained in the appropriate Good Practices (i.e: cGLP, etc.) as applicable to their job function or Job Description.

### 9. Accomplishment of Training

9.1. Training will be accomplished by qualified personnel through commercially available training or educational institutions, or by qualified internal resources.

9.2. Training accomplished by internal resources must be qualified and have the proper background, education and skills, and when applicable, the recognized credentials to perform such training.

9.3. Internal personnel performing training must be a level V to be considered qualified (see Training Matrix above).

### 10. Training Records

10.1. Any "Value Added Training" certificates of completion will be added to the employees training log but do not need a Training Attendance Document, unless a certificate of completion is unavailable, and retained per A-014, Documentation Control.

10.2. All internal training will be recorded on the TL-062 Training Attendance Document and retained per A-014, Documentation Control.

### 11. Requests for Training

11.1. Any personnel may request training by writing the request to the responsible area/department manager. Management will review the request and, if deemed appropriate, will review the request with the CSO for approval. After the review, the Manager will inform the person of the decision.

### 12. Training Schedule

12.1. The relevant manager will schedule all required and approved training to ensure minimal disruption of the work schedule, and inform affected lab personnel of the date, time and subject of the training.

### 13. Training Completion

13.1. External Source Training: Training conducted by an external source (see Accomplishment of Training above) issuing a certificate, license, or letter, of completion, competence or compliance, will be considered completed and verified (see Training Verification below) unless the manager determines, through observation or objective evidence, that the training is incomplete.



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- 13.1.1.** A copy of the certificate, license, or letter, of completion, competence or compliance, will be forward to the Quality Control department and placed in the person's training file and personnel file.
- 13.1.2.** When training is conducted by an external source that does not issue a certificate, or letter of completion, competence or compliance, training will be considered completed when a Training Attendance Document is complete and approved by the relevant manager (see Training Verification below).
- 13.2.** Internal Resource Training: When training is accomplished using internal resources, or is conducted by company personnel (see Accomplishment of Training above), the person's level will be noted as I on the matrix. Persons at a I level must be supervised in the performance of the work until verified by the appropriate personnel who conducted the training, or the relevant manager (see Training Verification below).

**14. Verification of Training (Competence)**

- 14.1.** Unless otherwise noted above, all training must be verified prior to the person being allowed to perform the work unsupervised. Supervision during verification may take any of the following forms, as appropriate:
  - 14.1.1.** Overseeing the process of performance of the work.
  - 14.1.2.** Verifying the setup and performance of the tasks.
  - 14.1.3.** Verbal interview to ensure understanding of the process and/or method involved.
  - 14.1.4.** Review and approval of reports filed.
  - 14.1.5.** The Quality Control department to record the employee's level to V on the matrix and place the memo in the person's personnel file a minimum of annually.

**15. Employee Competence Evaluation**

- 15.1.** On an annual basis, or at a frequency determined necessary by the relevant manager, all personnel are evaluated for general and technical competence using the TCM Training and Competence Matrix as a guide.
- 15.2.** On completion, the Quality Control department will adjust the levels as necessary in the TCM Training and Competence Matrix.
- 15.3.** These reviews by the manager will be used to determine future training needs.
- 15.4.** A synopsis of this information is provided to the Management Review (see A-009 Management Review).

**16. Continued Training**

- 16.1.** When revisions or updated are made to procedural documents, all employees who have been initially trained are required to review the changes:
  - 16.1.1.** The responsible person approving the revisions, see A-014 Document Control, will notify the appropriate employees of the continued training required via email and CC the appropriate QA/QC officer.





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- 16.1.2.** The QA/QC Officer will reference the Training Matrix, create a Training Attendance Document (TL-062) for each employee who needs continued training and give a copy to the appropriate persons.
- 16.1.3.** All notified employees will review the procedural changes and sign the associated Training Attendance Document and return it to the appropriate QA/QC Officer.
- 16.1.4.** The QA/QC Officer will monitor the continued training progress to ensure all employees are trained within a reasonable amount of time (days, not weeks) and file their Training Attendance Documents in their training logbooks.

## Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
01/03/2021	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	Upshot Admin and BS	BS	NA	01/04/2021



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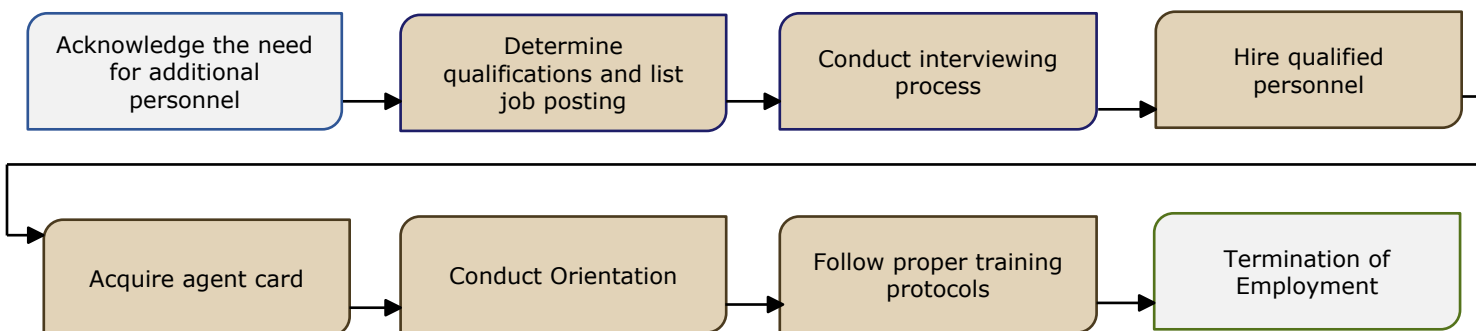
[MS Manual - Click Here](#)

# A-012 Hiring and Termination

## Administrative Procedure Description:

This Procedure defines the proper steps to be taken during selection of personnel, agent card acquisition, orientation of employees, and termination of employees.

## Process Flow:



## References:

Title	Location
<b>INPUTS</b>	
Job Descriptions	Everyday Docs > Administrative Procedures > Job Descriptions
Agent Card Documents	<a href="#">Mass.gov</a>
TL-050 Ethics Policy	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-051 Non-Disclosure Agreement	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-061 Employee Handbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-009 Health and Safety Manual	Everyday Docs > Tech Tools > Forms > Logbook



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Title	Location
	Templates
TL-046 Emergency Contact Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-047 Signature Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-069 Company Property Checkout Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-057 Employee Number Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-048 Employee Initials Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-062 Training Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-033 Client Contact Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-060 Emergency Evacuation	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-069 Company Property Checkout Form	Everyday Docs > Tech Tools > Forms > Logbook Templates

## Administrative Procedure:

### 1. Determination of New Hire

**1.1.** Determining the need for a new hire can occur a number of ways including, but not limited to:

- 1.1.1.** Loss of current employee;
- 1.1.2.** Increased sample volume;
- 1.1.3.** Increased compliant analysis;
- 1.1.4.** Changes to regulations.

**1.2.** At a minimum, the adequacy of staff need to be addressed in the Yearly Managers Meeting.

**1.3.** The CSO and President will address budgets to provide appropriate staffing needs and approve the proposed new hire.

### 2. Determination of Qualifications

**2.1.** Once the position has been approved for hire, the hiring manager for the new position will reference the Job Description to determine the qualification of applicants.

**2.1.1.** The hiring manager will compose a job posting based on qualification requirements and present it to the CSO or President.

**2.1.2.** The CSO or President will post the job posting on a recruitment search engine like Indeed.com, or equivalent.





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### 3. Interviewing

- 3.1.** The hiring manager will screen applicant resumes and set up phone interviews with applicants that appear to fit the pre-determined qualifications.
  - 3.1.1.** During the phone interview the hiring manager must determine the candidate is over the age 21 and does NOT have any prior felony convictions related to drugs or drug trafficking.
- 3.2.** The hiring manager will narrow down the candidate list by asking relevant qualification questions during the phone interview process.
  - 3.2.1.** If the candidate is no longer in consideration after the phone interview, the hiring manager will send a rejection notice to the candidate within a reasonable time frame.
  - 3.2.2.** Candidates that are still in consideration after the phone interview may be invited into the laboratory for an in person interview.
- 3.3.** Once the hiring manager decides upon the candidate they wish to hire they will offer the selected candidate the position.
  - 3.3.1.** If the selected candidate accepts the position they will be emailed an offer letter to sign.
  - 3.3.2.** If the selected candidate declines the offer, the hiring manager will then offer the position to their second choice candidate or re-open the job posting to start selection over.
- 3.4.** Once the position has been filled the hiring manager will send rejection notices to any remaining candidates who were not offered positions.

### 4. Agent Card Authorization

- 4.1.** As soon as the new candidate accepts the job offer, the hiring manager will send the Agent Card packet to the new hire and request it's return in person within 48 hours.
  - 4.1.1.** It should be noted the packet must be returned in person to be notarized by C&D Industries notary.
  - 4.1.2.** During packet drop off the hiring manager needs a photo of the candidates drivers license and agent card photo.
  - 4.1.3.** Agent Card Photo requirements:
    - 4.1.3.1.** Portrait/upright format;
    - 4.1.3.2.** Taken in front of a plain white or off-white background;
    - 4.1.3.3.** Taken within the last 6 months;
    - 4.1.3.4.** Showing only head and top of shoulders;
    - 4.1.3.5.** Taken looking directly at camera held at eye level;
    - 4.1.3.6.** Taken with both eyes open and without eye wear;
    - 4.1.3.7.** Taken without any item that covers your face or head, except for religious purposes.
- 4.2.** Department of Criminal Justice Information Service (iCORI)
  - 4.2.1.** Submission
    - 4.2.1.1.** Go to iCORI website;
    - 4.2.1.2.** Click blue hyperlink "Log in to iCORI";
    - 4.2.1.3.** Type in appropriate Login and Password and click "Log In" to access Analytics Labs portal;



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- 4.2.1.4. Click "Add Request" on the top left of the horizontal bar;
- 4.2.1.5. Select "Employment: Applicant (Standard Access)" from the Purpose drop down menu;
- 4.2.1.6. Fill in all employee information in the Subject box;
- 4.2.1.7. Click "Add & Checkout" button;
- 4.2.1.8. Follow payment prompts to complete submission.

### 4.2.2. Monitor status

- 4.2.2.1. Go to iCORI website;
- 4.2.2.2. Click blue hyperlink "Log in to iCORI";
- 4.2.2.3. Use appropriate Login and Password and click "Log In" to access Analytics Labs portal;
- 4.2.2.4. Click "View CORI Results" on the top left of the horizontal bar;
- 4.2.2.5. Monitor the Status column to be updated from "Submitted" to "Completed";
- 4.2.2.6. Once completed, click the blue hyperlink "View" in the new hires row;
- 4.2.2.7. Ensure there were no criminal findings then save the pdf file to the appropriate HR file.

### 4.2.3. If the iCORI search populates a finding, CSO should be notified immediately.

### 4.3. Mass CIP Submission

- 4.3.1. Navigate to Mass CIP website portal;
- 4.3.2. Type in appropriate Username and Password then click the "Sign In" button;
- 4.3.3. Scroll to the bottom of the page and click the "View Other Types" button on the bottom right;
- 4.3.4. Scroll down to the third box titled "Apply for a Laboratory Agent Registration Card" and click the "Start Application" button;
- 4.3.5. Scroll to the bottom of the page and click the blue hyperlink that says "Start an application for a new Laboratory Agent registration";
- 4.3.6. When the new box titled "Laboratory Agent - New Application" box appears, click the "Start A New Application" button in the bottom right of the box;
- 4.3.7. Using the Agent Card Application Packet, fill in the appropriate information for the new hire, upload their drivers license photo, upload Agent Card Photo, and Attestation Acknowledgment Form when required;
- 4.3.8. When each page is completed, click the "Save & Go To Next Page" button;
- 4.3.9. When information is all entered, review data for accuracy;
- 4.3.10. Make changes, as necessary, or begin the payment process;
- 4.3.11. When payment is complete ensure the new hire is showing as "Pending";
- 4.3.12. If applicant is still showing as "Incomplete", click on the "Complete This Application" to finalize application;
- 4.3.13. Once approve the applicant status will change to "Active".

### 4.4. Fingerprint Submission





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- 4.4.1.** The CSO will receive an email from the CCC containing an attachment titled: *NOTICE: FINGERPRINTING REQUIRED FOR PROPOSED LABORATORY AGENTS*
- 4.4.2.** The notice will contain ID No. for each new hire pending an agent card.
- 4.4.3.** The CSO, or hiring manager, will follow the instruction listed on the bottom of the notice to schedule the fingerprinting.
- 4.4.4.** The laboratory will cover the fees associated with the fingerprinting step.
  - 4.4.4.1.** If, for whatever reason, the employee pays for the fingerprinting the employee shall fill out a Reimbursement Expense Report (TL-066) for reimbursement per A-018, Invoicing, Accounts Receivable and Banking.
- 4.5.** Agent cards will expire one year from issuance and each employee will be required to obtain a new card prior to expiration.
- 4.6.** Approval to work
  - 4.6.1.** The CCC will send a temporary agent card via email, once the temporary agent card has been received the employee can commence working with marijuana products.
  - 4.6.2.** Once the agent card has been received the Quality Control Manager will:
    - 4.6.2.1.** Notify the Commission in the form an manner determined by the commission;
    - 4.6.2.2.** Update the Agent Card calendar to prompt the employees to start renewal 30 days prior to expiration to ensure the employee obtains a new agent card prior to expiration;
    - 4.6.2.3.** Make a photo copy of the agent card for the HR file;
    - 4.6.2.4.** Scan a copy of the agent card into the management system.
- 4.7.** Responsible Vendor Training (RVT)
  - 4.7.1.** Administrative employees who do NOT handle samples are exempt from the RVT requirements.
  - 4.7.2.** RVT should be completed within 90 days of hire.
  - 4.7.3.** Employees should first take the Basic Core Curriculum
    - 4.7.3.1.** Minimum of 4 hours;
    - 4.7.3.2.** Conducted by a certified Responsible Vendor Trainer;
    - 4.7.3.3.** Employee must pass the written test with a score of 70% or better.
  - 4.7.4.** RVT must be complete the 4 hour RVT requirement every year thereafter to maintain designation as a Responsible Vendor.
  - 4.7.5.** RVT certificate stating successful evaluation of proficiency shall be kept in the employees HR file and training file.
- 4.8.** Agent Training
  - 4.8.1.** At a minimum, all employees shall receive 8 hours of training annually.
  - 4.8.2.** All training will be logged per A-002, Training and Competence.
  - 4.8.3.** The 4 hour RVT course will count towards the 8 hour requirement.

## 5. Orientation Documents

### 5.1. Required Payroll Documents





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- 5.1.1. W-4
- 5.1.2. Employee Payroll Form
- 5.1.3. I-9
- 5.1.4. Photocopies of I-9 listed documents

### 5.2. Required Company Documents

- 5.2.1. TL-050 Ethics Policy
- 5.2.2. TL-051 Non-Disclosure Agreement
- 5.2.3. TL-061 Employee Handbook

### 5.3. Required Laboratory Documents

- 5.3.1. TL-009 Health and Safety Manual (walk)
- 5.3.2. TL-046 Emergency Contact Form
- 5.3.3. TL-047 Signature Form

### 5.4. Required Logbook Updates

- 5.4.1. TL-057 Employee Number Logbook
- 5.4.2. TL-048 Employee Initials Logbook
- 5.4.3. TL-062 Training Logbook
- 5.4.4. TL-033 Client Contact Logbook (sales and project management only)
- 5.4.5. TL-060 Emergency Evacuation List

## 6. Access

- 6.1. Each employee will receive password specific logins or Personal Identification Numbers (PIN) to the following information systems:

- 6.1.1. Metrc
- 6.1.2. Confident Cannabis
- 6.1.3. Office 365
- 6.1.4. Conformance Ware
- 6.1.5. Security (Alarm) System

## 7. Issuing Company Property

### 7.1. Company Property Checkout Form (TL-069)

- 7.1.1. Each company owned item issued to an employee shall be logged into the Company Property Checkout Form with all applicable information.
- 7.1.2. Employees are required to sign for each item issued to them.

### 7.2. All employees will be assigned a key FAB by logging into the security system, determining access requirements and activating the FAB number.

### 7.3. Depending on the position, the employees may be issued company owned cell phones, lap tops or other electronic devices needed to complete their jobs.





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### 8. Human Resources (HR) / Personnel Records

- 8.1.** HR records shall be maintained for a minimum of 12 months after employee termination.
- 8.2.** HR records should include, at a minimum:
  - 8.2.1.** All materials submitted to the commission pursuant to 935 CMR 500.030(2);
  - 8.2.2.** Documentation of verification of references;
  - 8.2.3.** Job description or employment contract that includes duties, authority, responsibilities, qualification and supervision;
  - 8.2.4.** Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of individual indicating the date, time and place they received said training and the topics discussed, including the name and title of the presenters;
  - 8.2.5.** Documentation of periodic performance evaluations;
  - 8.2.6.** A record of any disciplinary action taken;
  - 8.2.7.** Notice of completed RVT program and in-house training for employees.

### 9. Termination

- 9.1.** Per 935 CMR 500, employees will qualify for immediate dismissal for:
  - 9.1.1.** Diverted marijuana, which shall be reported to Law Enforcement and the Commission;
  - 9.1.2.** Engaged in unsafe practices with regard to operation of the laboratory, which shall be reported to the Commission;
  - 9.1.3.** Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of an Other Jurisdiction.
- 9.2.** All employees are required to submit their termination notices in the form of writing.
  - 9.2.1.** Termination notices will be printed and retained in the employees HR file.
- 9.3.** All issued company property will be collected and the employee and manager will sign the Company Property Checkout Form.
- 9.4.** The laboratory agent card will be collected from the exiting employee and destroyed responsibly.
- 9.5.** Termination date will be added to the Employee Number Logbook (TL-057).
- 9.6.** Agent Cards are the property of the employee and will not be retained.
- 9.7.** Access should be revoked for all password or PIN protected systems, including:
  - 9.7.1.** Metrc;
  - 9.7.2.** Confident Cannabis;
  - 9.7.3.** Office 365 ;
  - 9.7.4.** Conformance Ware;
  - 9.7.5.** Security (Alarm) System;





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### Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
01/22/2021	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	Upshot Admin and BS	BS	NA	01/22/2021



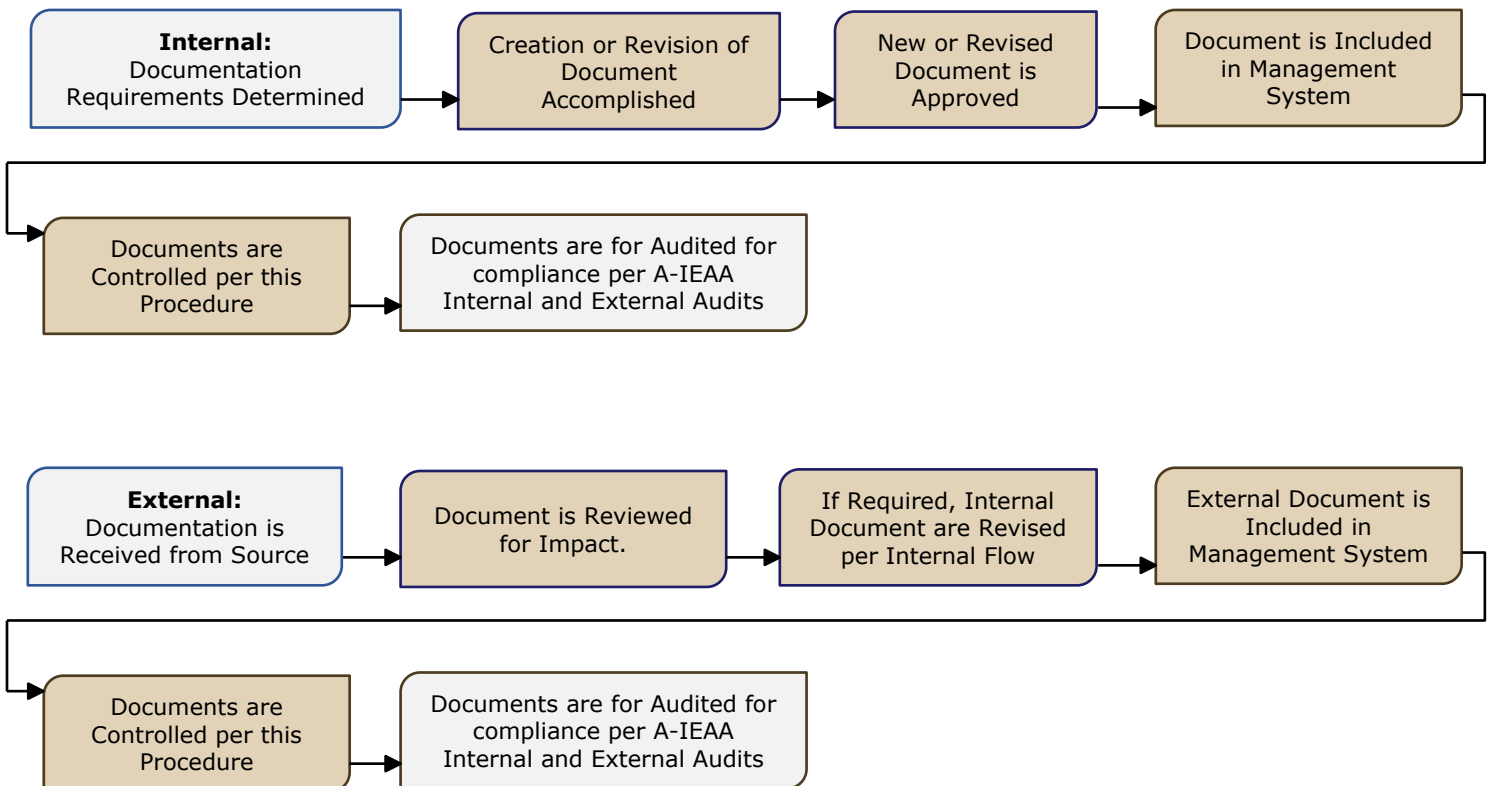
## A-014 Documentation Control

### Administrative Procedure Description:

This Procedure is to provide for a system and instructions, and to assign responsibilities for establishment and revisions of controlled documentation. Documentation now includes what was previously referred to as "Records". Since the term "Records" is universally understood, it has been maintained in this Management System.

This Procedure also provides a system for receiving, reviewing, distributing, and implementing regulatory and industry documents and/or changes as well as all other controlled documentation.

### Process Flow:





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### References:

Title	Location
<b>INPUTS</b>	
<a href="#">Current Management System Documentation</a>	Management System Directories
<a href="#">EIDS-F</a> Externally Issued Documents and Software (BLANK)	Tech Tools>ForCTLMS>
<a href="#">RM-F</a> Records Matrix (BLANK)	Tech Tools>ForCTLMS>
<b>OUTPUTS</b>	
<a href="#">New or revised Management System Documentation</a>	Management System Directories
<a href="#">EIDS</a> Externally Issued Documents and Software	Everyday Docs>External Documents>
<a href="#">RM</a> Records Matrix (In-Process or Complete)	Everyday Docs>Records>RM>

### Administrative Procedure

#### 1. The general categories of controlled management system documents to which this procedure applies are:

- 1.1. CTLMS Manual
- 1.2. Procedures
- 1.3. SOPs
- 1.4. Instructions
- 1.5. Technical Procedures
- 1.6. Spreadsheets
- 1.7. Forms
- 1.8. Records (see RECORDS below)
- 1.9. External documents

#### 2. Identification

- 2.1. All forms will be identified with a unique Template Logbook (TL) number.
  - 2.1.1. TL numbers will follow the unique identification of: logbook number-page number-line number (i.e. TL01-01-05 logbook will be found in Template Logbook 01, page 01, line 05).
- 2.2. Once templates are bound, they will be considered a logbook and will be assigned a Master Logbook (ML) number.



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- 2.2.1.** ML numbers will follow the unique identification of: logbook number-page number-line number (i.e. ML01-01-05 logbook will be found in Master Logbook 01, page 01, line 05).
- 2.2.2.** All logbooks must be page numbered (page 1 of ?) and bound prior to initiation of use to prevent page loss.
- 2.2.3.** All closed logbooks will be kept for a minimum of 5 years and will be filed in numerical number in the appropriate filing cabinet.
- 2.3.** All procedures and processes will contain a title, unique identifying number, and revision level.
  - 2.3.1.** Additionally, the revision block of all procedures will contain revision date, revision number, description of revisions made, revision author(s), persons requiring continued training, and approving authority.
- 2.4.** All Third Party Certificates of Analysis (CoAs) will be stored in a 3 ring binder in numerical RL# order from bottom to top.
  - 2.4.1.** Since the Third Party CoAs binder is not a static logbook, page numbers and binding is not possible when issuing the logbook.
  - 2.4.2.** Therefore the RL numbers will act as page numbers and the logbook will be verified as sequential and bound when closed.
- 2.5.** The document title, TL number, ML number (where applicable), and revision level(s) typically identifies documents.
- 2.6.** For some types of documents, the code/number and revision level are not relevant and are not required if, by their title, they are unique and cannot be confused with another document.
- 2.7.** At a minimum, documents are approved (or otherwise identify the issuing authority) through the revision number.

### 3. Electronic Cannabis Testing Laboratory Management System (CTLMS)

- 3.1.** The CTLMS is an electronic system; the documents of the management system reside within the directories and sub-directories of the CTLMS.
- 3.2.** Each employee has a unique password protected log-in.
  - 3.2.1.** Once an employee is logged in, all changes made will be tracked within the CTLMS and all previous revisions will be accessible by management.
- 3.3.** The CTLMS is an electronic system in which the files are protected from unintentional changes by making them "Read Only" for persons without authority.
  - 3.3.1.** When unauthorized persons request to make changes to protected documents they will be given access to a link which will track all changes.



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**3.3.2.** All changes made to the document will then need to be approved by the issuing authority prior to implementation.

**3.4.** Documents found outside of the Management System directories and sub-directories are not considered part of the Management System unless they are listed in the Externally Issued Documents and Software document.

## **4. Postings**

**4.1.** Technical Procedures (supplemental instructions) posted on walls or otherwise displayed at workstations are also controlled.

**4.2.** They are identified as a Technical Procedure, listed in the Technical Procedure Logbook and assigned a TPL number along with a revision level.

**4.2.1.** TPL number will follow the unique identification of: logbook number-page number-line number (i.e. TPL01-01-05 logbook will be found in Technical Procedure Logbook 01, page 01, line 05).

**4.3.** When revised, the obsolete instructions are removed and the new versions (if applicable) are affixed in their place.

## **5. Creation, Issue and Revision**

**5.1.** Personnel on all levels are encouraged to identify the need for, and propose the issue of new Procedures, Technical Procedures, and additional process-related documents.

**5.2.** All personnel are also encouraged to critically evaluate the documents they use and request revisions to correct errors and inconsistencies.

**5.2.1.** *Long, complicated, and bureaucratic procedures should be avoided.* Documents must be readily understandable by those who are expected to use them.

**5.3.** Anyone in the company may request the creation or revision of a document:

**5.3.1.** The person creating or revising a document submits a draft of the proposed document and/or changes to the member of management with responsibility for the area or function affected by the document and/or change.

**5.3.2.** The responsible management personnel or designee may revise or reject the draft.

**5.3.3.** Regardless of who initiates a document, the responsibility to review and approve the document always rests with the member of management with responsibility for the area or function, and who is the logical owner.

**5.3.4.** If the document or revision affects multiple activities and/or functions, all logical owners of those areas and/or functions should be consulted for input.

## **6. Issue**

**6.1.** Prior to issue and release of any documents relevant to the CTLMS, the documents are reviewed by the personnel assigned Responsibility for the CTLMS, by Top Management, as called out the Management System Manual.



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- 6.1.1.** The personnel assigned Responsibility for the Management System will review the documents for adequacy, correctness, and conformity to the CTLMS, relevant standard(s), legal requirements and/or customer requirements (as applicable).
- 6.1.2.** The CTLMS is an electronic system; documents are deemed approved and issued when they appear on the network.
- 6.2.** Once the document has been reviewed and approved, the Responsible party will electronically initial the approval box for the applicable revision, notify all employees who required continued training (via email), and monitor all employees follow continued training protocols (See A-002, Training and Competence).

## 7. Temporary Revisions

- 7.1.** Temporary revisions may be made on a hard copy document (see Postings above) by handwritten comments and/or corrections; however, the document must be signed and dated by the approving authority.
- 7.2.** Issuing of temporarily revised documents follows the same rules that apply to initial issues (see Issue above).
- 7.3.** Temporary revisions are used in situations where time is of the essence.
- 7.4.** Temporary revisions should be formalized at the first practical opportunity. (Hard copies with handwritten comments or corrections must be issued in accordance with the requirements below).
- 7.5.** Hard copies of documents will be found in the approval binder and may be placed at locations where pertinent operations are performed and electronic system access is not feasible.

**NOTE:** Any hard copies of documents are to be checked against the electronic version prior to use to ensure they are the latest version and are considered **Reference Only**.

## 8. Master Document List

- 8.1.** Since the directory is the only location for the CTLMS, the master document list is the directory where the CTLMS resides.
- 8.2.** This is the repository for all current documents associated with the CTLMS and each document includes its current revision level and revision history.

## 9. Externally Issued Documents and Standards

- 9.1.** Externally issued documents include, but are not limited to:
  - 9.1.1.** Safety Data Sheets (SDS);
  - 9.1.2.** Operating Manuals for equipment;
  - 9.1.3.** Third Party CoAs.
- 9.2.** Control of Externally Issued Documents:
  - 9.2.1.** Safety Data Sheets are not controlled because they are not a static document but are required to be reviewed each time the item is received into the lab, see A-007 Purchasing.





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**9.2.2.** Operating Manuals will only be controlled if they are located in the lab and used as a Technical Procedure.

**9.2.3.** Third Party CoAs are controlled per section 2, Identification.

**9.3.** In most cases, it is preferred to obtain the electronic version of the document for inclusion in the CTLMS directory.

**9.3.1.** In some cases, it may not be suitable to place such documents in use in their original form (i.e. blueprints, CAD drawings, standards, etc.).

**9.3.2.** The original documents are retained in the CTLMS directory and are readily available for reference.

## 10. Historical Documents and Archives (including obsolete documents)

**10.1.** Obsolete or historical documents may be retained for preservation of knowledge and/or legal reasons.

**10.2.** Such documents are identified and are kept separated from current CTLMS documents in their own directory.

**10.2.1.** This directory will be clearly identified as "Obsolete" or "Historical" (or equivalent), with as many sub-directories as needed to maintain the documents in order.

## 11. Uncontrolled Copies

**11.1.** Documents are suitably identified as "**Uncontrolled**" when issued to personnel and outside parties who are not affected by the document but need a copy for information purposes only.

**11.1.1.** Such documents are not controlled or followed up with revisions.

**11.2.** Uncontrolled copies of documents may not be given to personnel or outside parties who manage, perform, or verify work that is directly affected by the document.

**11.3.** Hard or electronic copies located outside of the CTLMS are considered Reference ONLY and are uncontrolled, unless they are found in a controlled binder with signature documentation for implementation.

## 12. Control of Documents in Electronic Media

**12.1.** Document control policies and procedures equally apply to documents established, maintained, and distributed through electronic media.

**12.2.** Approval and authorization of documents is evidenced by the name or title of the authority issuing and/or releasing the document.

**12.2.1.** The CTLMS is an electronic system; documents are deemed approved when they appear on the network in the CTLMS directory.

**12.2.2.** Documents that are not properly authorized are not to be made available on the general system, or their access is restricted.

**12.3.** Documents in the CTLMS are identified with a current revision level, current revision date and/or date of issue.





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**12.3.1.** Hard copies may be made accessible to authorized personnel under controlled conditions (see above).

## 13. Confidentiality

**13.1.** Each employee, contractor, committee member, or any individual acting on behalf of the laboratory shall read, understand and sign the Standards of Ethical Conduct prior to engaging in any confidential work within the laboratory

**13.1.1.** A copy of the signed Standards of Ethical Conduct will be kept in each employees training log and human resource file.

**13.2.** By ISO 17025.2017 standard, Confidential Information is defined by ALL information obtained or created during the performance of laboratory activities and confidentiality may only be breached when required by law.

**13.2.1.** If allowable by law, customers may be notified prior to confidential information being shared.

**13.3.** All client information is considered proprietary information and shall be regarded as confidential. This information includes, but is not limited to:

**13.3.1.** Certificates of Analysis;

**13.3.2.** Chain of Custody;

**13.3.3.** Sample Volume;

**13.3.4.** Sample Names;

**13.3.5.** Any other relevant sample information.

**13.4.** Clients retain the right to choose what testing information becomes public information, within the regulatory requirements.

**13.4.1.** If required by regulation, clients will be notified when confidential information is posted on a public domain.

**13.5.** Laboratory personnel may not share any confidential information with anyone other than the client, regardless of the circumstances.

**13.5.1.** All phone calls or emails pertaining to questions about confidential information must first be fully verified the person asking questions is an authority of the confidential information prior to engaging in information sharing activities.

**13.6.** If confidential information is obtained about a client from a third party source, the information shall remain confidential between the customer and the laboratory.

**13.6.1.** The third party source shall also remain confidential unless the third party source agrees to be revealed.



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## 14. Revision History

- 14.1.** Each time a change is made to any of the documents in the CTLMS, with the exception of forms, add a new row to the Revision History table.
  - 14.1.1.** This gives a running history of all changes made to the document over time and eliminates the need to maintain old versions.
- 14.2.** Revision history should include at a minimum:
  - 14.2.1.** Revision Date is the date when the document is formally placed into the CTLMS for use.
  - 14.2.2.** Rev. # designates the level of the revision and tracks how many times the document has been changed. (You may use A, B, C, etc. or 1, 2, 3, etc.)
  - 14.2.3.** Revision Description/Details is a synopsis of the changes made.
  - 14.2.4.** Revision author(s) indicates the persons who worked to revise the document.
  - 14.2.5.** Continued Training will include the initials of all employees who require continued training.
  - 14.2.6.** Approved By is typically the title of the Head of the Company (President, CEO, Owner, etc.), or it may be an executive level management title who has overall responsibility for the operations.

## 15. Records - General

- 15.1.** Records provide objective evidence of compliance to policies, procedures, requirements, planning, Technical Procedures and work instructions.
- 15.2.** CTLMS records also show compliance to the system, results of monitoring and/ or inspections performed by personnel.
- 15.3.** A form is a document until information is entered into/onto it, at which point it becomes a record.

## 16. Acceptability and Approval of Record

- 16.1.** A record is only deemed acceptable if it is legible and clearly defined in its intent and purpose.
- 16.2.** Records will be reviewed during internal audits (see A-011 Audits and Assessments) to ensure its legibility, clarity and approval (if applicable).

## 17. Electronic Signature

- 17.1.** In the case where the record is of an electronic nature, the person responsible for the network will protect the record, or protect the file where the record resides, as an electronic signature.
- 17.2.** File protection may include: password protection, designating records as "Read Only" or restricting read, write, list and append privileges.

## 18. Error Correction

- 18.1.** It must be understood that records are legal documents and must be treated with due diligence to maintain their integrity as objective evidence.
- 18.2.** Error correction(s) in completed records (after the fact) must follow the requirements below to ensure their validity.
  - 18.1.** Chain of Custody (COC) Correction
    - 18.1.1.** All COC corrections must be documented on the hard copy COC prior to the change being made in the LIMS.



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**18.1.2.** The hard copy change must include the full name of the person requesting the change, the reason for the change, how the change is being requested, what the change is and the employee making the change. (i.e. Changed Lot from ABC to ABD due to clerical error per email request from Benjamin Franklin on 01/03/2021).

**18.1.3.** When possible, any written request should be printed and attached to the hard copy workorder document manila folder.

### **18.2.** Certificate of Analysis (CoA) Correction

**18.2.1.** Once the CoA has been reported to the client, the record cannot be changed without following the proper amendment steps.

**18.2.2.** By clicking the Amendment Banner in the General Tab of LIMS data entry tab, a red "Amended" notes section will appear on the CoA.

**18.2.3.** In the General Tab of the LIMS data entry portal, enter a notation that contains the full name of the person requesting the change, the reason for the change, how the change is being requested, what the change is and the employee making the change. (i.e. Changed Lot from ABC to ABD due to clerical error per email request from Benjamin Franklin on 01/03/2021).

**18.2.4.** A pdf of the revised CoA should be saved into the CTLMS with the "\_Amended.1" following the original document number.

**NOTE: It is never acceptable to overwrite an original CoA or any record.**

**18.2.5.** All CoA amendment requests need to be requested in writing and the request should be printed then added to the hard copy workorder document manila folder.

### **18.3.** Record Error Correction - Hard Copy

**18.3.1.** Where an error is discovered in a record, making a single strike (~~strike through~~) through the original information, and writing in the correct information adjacent to the strike through, if practical, may be used to correct the error.

**18.3.2.** Additionally, a pointer to the corrected information may be included (i.e. Writing a "\*" next to the error with a "\*" next to the corrected information elsewhere on the record).

**18.3.3.** The strike through will be initialed and dated by the person making the correction.

**18.3.4.** In **NO** case is obliteration (scribbling out) or covering (whiteout/correction tape) of the original information acceptable.

### **18.4.** Error Correction – Electronic Copy

**18.4.1.** The original information will remain on the record followed by the word "CORRECTED", the correction, the date the information was corrected, and the initials of the person making the correction. (Example: numbers were transposed and were entered 1.3416 and should have been 3.1416. The correction would be "1.3416 CORRECTED 3.1416 08/10/2017 MAM").

**18.4.2.** If it is not possible to correct the electronic record as noted above, due to calculated fields, restrictions to input fields, etc., the correction will be noted in another place on the record (i.e. a text box, a balloon, a note or entered in another place on the document where the information can be added) and follow the same format as above.

## **19. Records Storage**

**19.1.** Records will be stored in a manner that will allow for retrieval and indexing as appropriate to the record.



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**19.2.** Records will also be protected from damage, theft and/or unauthorized access.

**19.3.** Records will be stored in the following manner:

### **19.3.1.** Hard Copy Records Storage

**19.3.1.1.** Hard copy records are stored in file cabinets or banker boxes that can be secured and protected against deterioration and/or damage.

### **19.3.2.** Electronic Record Storage

**19.3.2.1.** Instrument electronic data will be backed up monthly to an external hard drive.

**19.3.2.2.** Electronic Records will be backed up daily to a cloud server.

**19.3.2.3.** Electronic records may be stored in other programs and/or directories where they are part of a network program that establishes its own record retention and access protocols (i.e. Office 365 TEAMS network, Confident Cannabis, External hard drives, etc.).

## **20. Forms of Records**

**20.1. Records may take the form of, but are not limited to:**

**20.1.1.** Filled out forms;

**20.1.2.** Written notes, observations and calculations;

**20.1.3.** E-mail (hard copy or electronic);

**20.1.4.** Inspection/ test / monitoring results (hard copy or electronic);

**20.1.5.** Customer, industry and/ or regulatory authority reporting (hard copy or electronic);

**20.1.6.** All records defined in the CTLMS (hard copy or electronic);

**20.1.7.** Other electronic media (electronic files, hard drives, disks, CDs, servers, etc.).

## **21. Electronic Security**

**21.1.** Top Management, through and along with, the person responsible for the network, will establish security and access controls relevant to all electronic documents and records.

**21.2.** Top Management will ensure that network security and access control procedures and practices adequately protect documents and records and restrict access by unauthorized persons, internally and externally.

## **22. Backup of Electronic Records**

**22.1.** The person responsible for the network will ensure that the network has adequate processes and procedures for backing up electronic records to ensure against accidental loss and/or intentional destruction of electronic records.

## **23. Removal of Hard Copy Records**





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- 23.1.** Authorized personnel, for purposes of review, clarification and/or audit, may remove hard copy records from the file.
- 23.1.1.** When hard copy records are removed from the file, the authorized personnel removing the records will fill out the "File Out" card with their name and the date the record(s) were removed;
- 23.1.2.** The "File Out" card will be placed in the record's location(s);
- 23.1.3.** Once the record has been returned, the return date will be filled in and the "File Out" card will be returned to its proper storage location.

## 24. Making Copies of Records

- 24.1.** Records may be copied, or printed, in the case of electronic records, for the following reasons:
- 24.1.1.** Reporting to the customer, industry and/or regulatory authorities;
- 24.1.2.** Off-site review with the customer, industry or regulatory authorities;
- 24.1.3.** Long-term use for acquiring data for statistical studies, and/or;
- 24.1.4.** Attachment to other relevant records (i.e. Corrective Action Reports, Preventive Action Reports etc.);
- 24.2.** Such copies of records will be suitably identified as "**COPY**". Records that are not to be given to the client, or attached to other relevant records, will be destroyed when no longer required.

**NOTICE:** Personnel making copies of records are responsible for ensuring the security of such documents until they are filed, given to the client or destroyed.

## 25. Disposal of Records and/or Copies

- 25.1.** ONLY records that have reached the end of their retention period, including copies of records, may be disposed of.
- 25.2.** Disposal of hard copy records may be accomplished using one of the following methods, and in accordance with the requirements of the relevant customer, industry and/or regulatory entity/agency:
- 25.2.1.** Disposal in a secure recycling container for secure recycling;
- 25.2.2.** Shredding by mechanical **crosscut** shredder;
- 25.2.3.** Obliteration of information in a manner that does not allow any useful data or information being acquired from the record. NOTE: This is the least preferred method and is applicable only to records unrelated to regulatory or contractual compliance.
- 25.3.** Disposal of electronic records may be accomplished using one of the following methods, and in accordance with the requirements of the relevant customer, industry and/or regulatory entity/agency:
- 25.3.1.** Erasure using a NIST SP800-88 or DOD compliant program so that an undelete program or other file recovery tool will not be able to gain access to the original contents.
- 25.3.2.** Physical destruction of drives, disks or CD's in a manner that makes recovery of data impossible under standard circumstances in accordance with the NIST SP800-88.

## 26. Retention Beyond Requirements



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- 26.1.** Records may be retained beyond their scheduled retention period for knowledge preservation purposes, legal reasons, or other relevant reasons that justify retention.
- 26.2.** Records retained beyond their retention requirements will be maintained in a separate location (physical or electronic) to ensure protection from unintended and/or unauthorized use.
- 26.3.** Records, records folder(s) or directory(ies) will be suitably marked "Retain Until (the retention end date)". If there is no defined date for the end of the retention period, the record will be suitably marked "Retain Until Further Notice".
- 26.4.** When the record(s) have reached the end of their retention end date, they will be disposed of as noted above.

## Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
01/03/2021	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	Upshot Admin and BS	BS	NA	01/04/2021

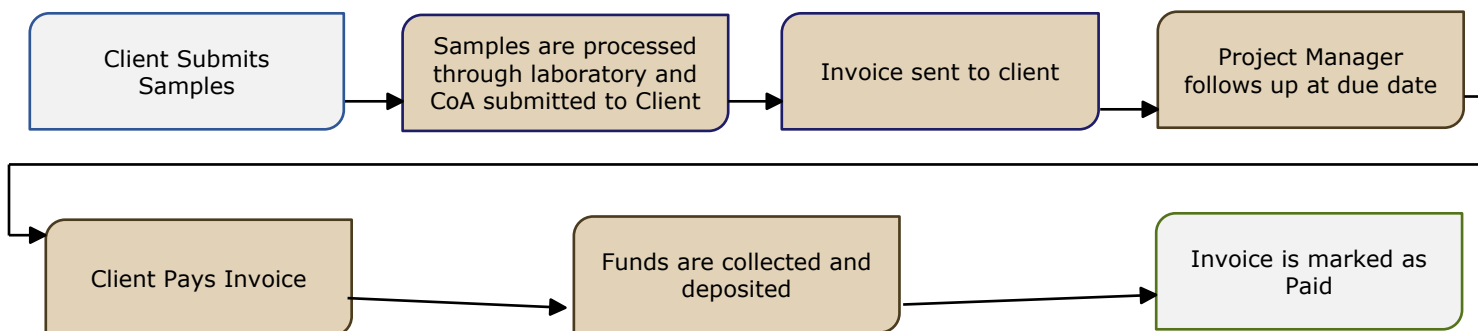


## A-018 Invoicing, Accounts Receivable and Banking

### Administrative Procedure Description:

This Procedure defines the process of invoicing clients in a timely manner and managing the payment of invoices due.

### Process Flow:



### References:

Title	Location
<b>INPUTS</b>	
TL-056 Client Code Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-028 Invoice Adjustment Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-030 Payment Receipt	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-064 Payment Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-066 Reimbursement Expense Reports	Everyday Docs > Tech Tools > Forms > Logbook Templates





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Title	Location
TL-063 Petty Cash Advance Receipt	Everyday Docs > Tech Tools > Forms > Logbook Templates
<b>OUTPUTS</b>	
Invoice	CRM
Accounts Receivable Statements	QuickBooks

## Administrative Procedure:

### 1. New Client Creation

- 1.1.** The Project Manager or Sales Manager will provide the Client Information Form to the Administrative Assistant prior to, or at time of first sample acceptance.
  - 1.1.1.** The Administrative Assistant will ensure the Client Information Form is filled out to completion by the Project Manager and all approving signatures are present.
  - 1.1.2.** If any information or approval signature are missing, the Administrative Assistant must stop the process and notify the Project Manager or CSO immediately.
- 1.2.** The Administrative Assistant will use the Client Information Form to generate a new client in the CRM by:
  - 1.2.1.** Click the green drop down button on the top left of the left side bar titled "Create" and select "Company" from the drop down menu;
  - 1.2.2.** Add all applicable information into each field of the "Create new company" page:
    - 1.2.2.1.** Contact Type
    - 1.2.2.2.** Email
    - 1.2.2.3.** Phone
    - 1.2.2.4.** Address
    - 1.2.2.5.** Client Code
      - 1.2.2.5.1.** Care should be taken to NOT duplicate the client codes by adding the Client Code Logbook (TL-56).
  - 1.2.3.** Be sure correct Access Rights are granted to persons who need access.
  - 1.2.4.** Click "Save" to update CRM system.

### 2. Sample Receipt

- 2.1.** The Administrative Assistant will log into Confident Cannabis and cross reference the analysis requested to the COC.
  - 2.1.1.** Any discrepancies between the documents and Confident Cannabis must be brought to the attention of the CSO immediately.

### 3. Invoice Creation

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- 3.1.** ALL pricing and terms must be agreed upon, finalized in writing and acknowledged by all parties prior to the acceptance of any samples.
  - 3.1.1.** If there is any question regarding the pricing and/or terms, the CSO must be notified immediately and testing halted.
- 3.2.** Log into Conformance Ware and enter the CRM section of the management system;
- 3.3.** Click the green drop down button on the top left of the left side bar titled "Create" and select "Invoice" from the drop down menu;
- 3.4.** Enter the Invoice number (same number as workorder Year-Month-ANS-Workorder, i.e. 2101ANS0001);
- 3.5.** Ensure Invoice Date matches one day after samples due date;
- 3.6.** Enter Customer name in Consignee field;
- 3.7.** Enter Customers Terms (i.e. Net 15) into Terms field;
- 3.8.** New Client Item Selection:
  - 3.8.1.** Click the arrow drop down next to "Select Item";
  - 3.8.2.** Click "Create New Item";
  - 3.8.3.** Create Item using "Client Code-Test Item Name" (i.e. TRU-Package #1)
  - 3.8.4.** Add correct price based on Client Information Form;
  - 3.8.5.** Click Create
  - 3.8.6.** Repeat step 3.8.1 through 3.8.5 for each item listed on Client Information Form.
- 3.9.** Return Client Item Selection:
  - 3.9.1.** Click the arrow drop down next to "Select Item";
  - 3.9.2.** In the search bar type the Client Code;
  - 3.9.3.** Select the appropriate Item from the list provided;
- 3.10.** Enter Quantity into the Quantity box;
  - 3.10.1.** Discounts will only be applied when provided with an Approved Invoice Adjustment Form.
  - 3.10.2.** There will never be tax applied to laboratory services.
- 3.11.** Add each item listed on the workorder in Confident Cannabis.
- 3.12.** Click "Add This Invoice" once all items have been appropriately added.

**4. Invoice Adjustment**

- 4.1.** Invoices may need to be adjusted based on a variety of factors but the adjustments must be requested and approved.
- 4.2.** If there is a need for an invoice adjustment, the Project Manager will fill out an Invoice Adjustment Form (TL-028) and present it to a manager for approval.
- 4.3.** If the invoice adjustment is not approved, the client will be billed at originally negotiated pricing and the Invoice Adjustment Form will be filed in the manila workorder folder.
- 4.4.** If the invoice adjustment is approved, the approved Invoice Adjustment Form will be given to the Administrative assistant for price adjustment.





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- 4.5. The Administrative Assistant will scan the Invoice Adjustment Form into the network and email a copy of the form to the accountant.
- 4.6. Once the invoice is adjusted in the CRM, a revised copy of the invoice will be emailed to the client along with a copy of the approve Invoice Adjustment Form.

### 5. Sending AR Invoices

- 5.1. Once Certificates of Analysis have been sent to the clients by the Lead Chemist, the manila workorder folders will be given to the Administrative Assistant for final processing and invoicing.
- 5.2. After processing, the Administrative Assistant will go into the CRM and click on the "Invoices" link along the left side bar.
- 5.3. After find the appropriate invoice, click the blue drop down arrow to the right of the total dollar amount and select the "Send by email" option.
- 5.4. Then click the blue drop down arrow to the right of the total dollar amount and select the "Mark as billed" option.
- 5.5. Then click the blue drop down arrow to the right of the total dollar amount and select the "Download" option.
- 5.6. Once all workorders have been billed, email the accountant copies of all workorder invoices billed that day.
- 5.7. Then place each downloaded invoice into the appropriate workorder electronic file in the network.

### 6. Sending AR Statements

- 6.1. The accountant will work with the Administrative Assistant to upload all CRM invoice information into QuickBooks.
- 6.2. At a minimum, once per month the accountant will create accounts receivable (AR) reports and deliver them to the sales team and project managers.
- 6.3. At a minimum, once per month the accountant will send Invoice Statements to clients showing any upcoming or past due invoices.

### 7. Accounts Receivable

#### 7.1. Payment Transfer

- 7.1.1. When payment is received from a client, whether in person or by mail, a Payment Receipt will be filled out in full.
- 7.1.2. With client present, fill out the top portion of the Payment Receipt, including:

**NOTE:** If payment is received by mail, the Payment Transfer portion of the Payment Receipt (TL-030) will be filled out in full and replace Payor Name and Signature with "Received by Mail".

- 7.1.2.1. Client Name;
- 7.1.2.2. Payor Name (person dropping off);
- 7.1.2.3. Payment Date;
- 7.1.2.4. Payment Time;
- 7.1.2.5. Payment Received by (Analytics Labs employee);
- 7.1.2.6. Payment Location;
- 7.1.2.7. Payment Tendor;





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- 7.1.2.8.** Payment Total;
- 7.1.2.9.** Invoices to apply payment to;
- 7.1.2.10.** Notes, if applicable;
- 7.1.2.11.** Signature, date, and time time stamp of Payor;
- 7.1.2.12.** Signature, date, and time stamp of Laboratory Recipient.

### 7.2. Securing Funds

- 7.2.1.** Cash payments should be counted in front of the client to confirm payment amount prior to signing the Payment Receipt.
  - 7.2.1.1.** If cash is already sealed in a tamper proof bag, the money does NOT need to be counted but a note must be added in the Notes section of "Payment sealed upon receipt" to show funds were not counted by laboratory personnel.
- 7.2.2.** Funds and Payment Receipt will be placed into a tamper proof money bag in front of the client.
  - 7.2.2.1.** If cash received in the field, the tamper proof bag containing the money and receipt will be placed into a secured transport box for transport back to the lab.

### 7.3. Fund Verification

- 7.3.1.** The laboratory recipient will sign, date and time stamp the "Payment Dropped by" line and will then:
  - 7.3.1.1.** Deliver the sealed money bag directly to an approved money verification manager who will re-count the cash or verify check payments and then sign, date and time stamp the "Payment Verification by" line;
  - 7.3.1.2.** Drop the sealed money bag into a secure safe within the laboratory in front of a witness who will sign, date and time stamp the "Witnessed by" line, and then notify a verification manager via email of the dropped funds.
  - 7.3.1.3.** If the funds were not verified when dropped in the safe, an approved money verification manager will retrieve the funds from the safe and re-count the funds in front of another employee, sign, date and time stamp the "Payment Verification by" line.
- 7.3.2.** Once the funds have been verified by an approved money verification manager, the verification manager will give the Payment Receipt to the Administrative Assistant and place the funds into the appropriate secured safe.

### 7.4. Payment Logbook (TL-064)

- 7.4.1.** When receiving funds into the laboratory, the laboratory recipient will fill out the Payment Time Line Log correlating to the appropriate week with:
  - 7.4.1.1.** Client Name;
  - 7.4.1.2.** Cash or Check #;
  - 7.4.1.3.** Date of Payment;
  - 7.4.1.4.** Initials of Recipient;
  - 7.4.1.5.** Amount In (Received).
- 7.4.2.** When removing funds from the safe, the person removing the funds will fill out the Payment Time Line Log correlating to the appropriate week with:
  - 7.4.2.1.** Funds Destination (i.e. Petty Cash, Deposit, etc.);





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- 7.4.2.2.** Date Out;
- 7.4.2.3.** Initials of person removing funds;
- 7.4.2.4.** Amount out (removed).

### **7.5.** Apply funds to invoice

- 7.5.1.** Once the funds have been verified by an approved verification manager, the Payment Receipt will be given to the Administrative Assistant.
- 7.5.2.** The Administrative Assistant will navigate to the paid invoices in the CRM and mark the invoices as "Paid" by using the blue drop down function then file the Payment Receipt in the Payment Logbook.
- 7.5.3.** The Payment Receipt will be scanned into the network and saved under the appropriate client's payment folder.
- 7.5.4.** The Administrative Assistant will then sign, date and time stamp the "Payment applied to Invoice by" line and the "Electronic Copy Saved by" line of the Payment Receipt and file the Payment Receipt behind the correlating Payment Logbook page.
- 7.5.5.** If the invoices are not clearly defined on the Payment Receipt, the Administrative Assistant will email the Accountant for further instructions on applying the payment against the invoice.
  - 7.5.5.1.** The Administrative Assistant print a copy of the email, attached the email to the Payment Receipt, highlight "List ALL Invoices" on the Payment Receipt and then file the Payment Receipt/email behind the correlating Payment Logbook page.
  - 7.5.5.2.** The accountant will assist the Administrative Assistant in properly applying the payment and then the Administrative Assistant will then sign, date and time stamp the "Payment applied to Invoice by" line of the Payment Receipt.

### **7.6.** End of week accounting

#### **1.1.1.1.**

#### **1.1.1.2.** The person making the deposit will:

- 1.1.1.2.1.** Total cash and check amounts;
- 1.1.1.2.2.** In front of a witness, remove all funds from safe and verify all total cash and checks correlate to the total amounts listed on the Payment Logbook;
- 1.1.1.2.3.** Prepare deposit slip;
- 1.1.1.2.4.** On Payment Logbook, fill out:
  - 1.1.1.2.4.1.** Total Remaining Cash;
  - 1.1.1.2.4.2.** Total Checks;
  - 1.1.1.2.4.3.** Total Cash Deposited;
  - 1.1.1.2.4.4.** Deposited by;
  - 1.1.1.2.4.5.** Total Deposit;
  - 1.1.1.2.4.6.** Deposit Date;
  - 1.1.1.2.4.7.** Cash Remaining.

### **7.7.** Deposits

- 7.7.1.** Attempts should be made to deposit regularly to minimize cash kept in the safe.



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- 7.7.2.** Managing Partners will be responsible for ensuring deposits are made on a regular basis.
- 7.7.3.** The person making the deposit will:
  - 7.7.3.1.** "Z" out the remaining cells in the ledger.
  - 7.7.3.2.** Fill in "Total Remaining Cash" and "Total Checks" amounts on the bottom of the Payment Logbook ledger;
  - 7.7.3.3.** In front of a witness, remove all funds from safe and verify all total cash and checks correlate to the total amounts listed on the Payment Logbook;
  - 7.7.3.4.** Prepare deposit slip;
  - 7.7.3.5.** On Payment Logbook, fill out:
    - 7.7.3.5.1.** Total Cash Deposited;
    - 7.7.3.5.2.** Deposited by;
    - 7.7.3.5.3.** Total Deposit;
    - 7.7.3.5.4.** Deposit Date;
    - 7.7.3.5.5.** Cash Remaining.
- 7.7.4.** Any cash not getting deposited will be logged on the top line of the following page as "Cash in Safe".
- 7.7.5.** Once the deposit has been made, the depositor will scan the deposit slip, correlating Payment Logbook page and all applicable payment receipts into the network and initial "Scanned into Network by" at the bottom of the Payment Logbook page.
- 7.7.6.** All documents will then be staples together and placed into the appropriate accountant in box.
- 7.8.** Applying payments in QuickBooks
  - 7.8.1.** The accountant will verify all deposits match deposits showing in bank account by signing the payment logbook page that correlates to said deposit.
  - 7.8.2.** The accountant will apply each payment to QuickBook invoices and then sign, date and time stamp the correlating Payment Receipt.

## 8. Expense Reports

- 8.1.** Employees who spend their own money on items used for business purposes may be reimbursed.
- 8.2.** The employee will:
  - 8.2.1.** Fill out an Reimbursement Expense Report (TL-066) and attach all receipts;
  - 8.2.2.** Submit to CSO for approval.
- 8.3.** Once the CSO has approved the Reimbursement Expense Report they will sign the document and submit it to the accountant for payment.
- 8.4.** Expenses will be reimbursed in a timely manner, typically within one week of approval.

## 9. Petty Cash

- 9.1.** The CSO will retain control over petty cash and will have the ability to dispense petty cash as needed.
  - 9.1.1.** All cash removed from Petty cash will be documented on a TL-063, Petty Cash Advance Receipt.
  - 9.1.2.** The Petty Cash Advance Receipt will include:





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### 9.1.2.1. Cash Out:

- 9.1.2.1.1. Person Receiving Advance;
- 9.1.2.1.2. Date advance given;
- 9.1.2.1.3. Advance amount;
- 9.1.2.1.4. Reason for advance;
- 9.1.2.1.5. Managers signature;
- 9.1.2.1.6. Employee signature.

### 9.1.2.2. Cash In:

- 9.1.2.2.1. Vendor;
- 9.1.2.2.2. Date change/receipt returned;
- 9.1.2.2.3. Amount of cash used;
- 9.1.2.2.4. Change returned;
- 9.1.2.2.5. Managers signature;
- 9.1.2.2.6. Employee signature.

9.2. The petty cash drawer will be audited by the accountant at least once per month.

## Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
01/19/2021	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	Upshot Admin and BS	BS	NA	01/21/2021

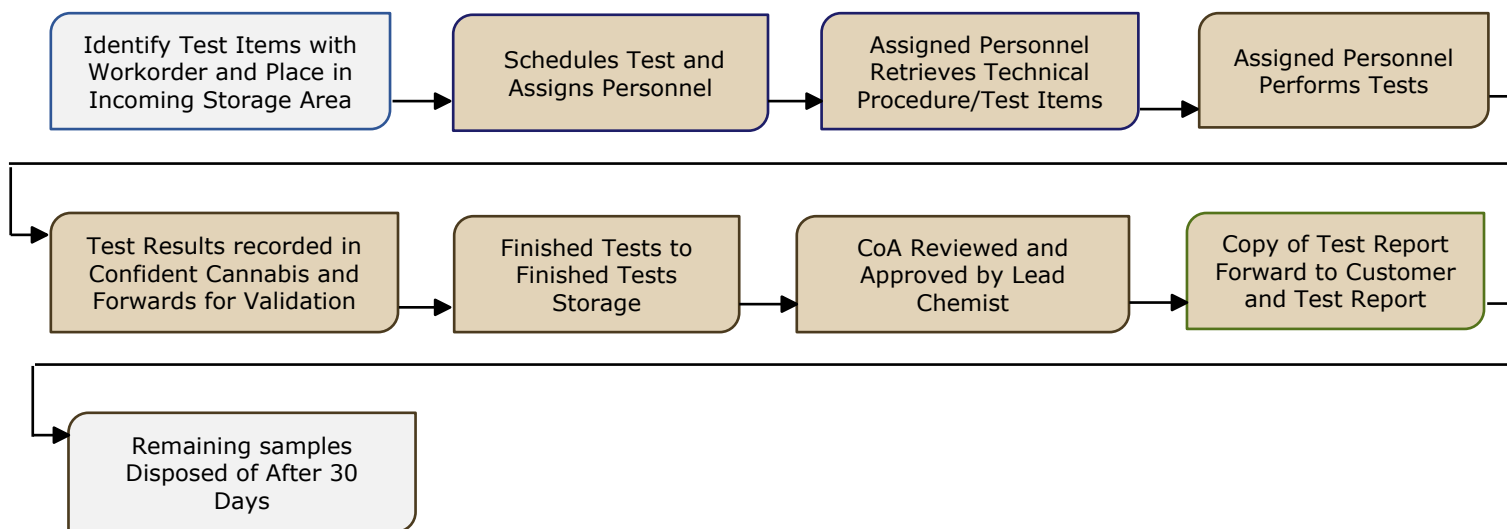

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## O-002 Testing

### Operational Procedure Description:

This Procedure defines the overall procedure for accomplishment of testing to the requirements of the standard and/or customer requirements.

### Process Flow:



### References:

Title	Location
<b>INPUTS</b>	
O-010 Accommodation and Environmental Requirements	Everyday Docs>Operational Procedures>
A-008 Nonconformance and Corrective Action	Everyday Docs>Administrative Procedures>
A-014 Documentation Control	Everyday Docs>Administrative Procedures>
A-001 Uncertainty of Measurements	Everyday Docs>Administrative Procedures>



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Title	Location
SOP-001 Sample Acquisition and Control	Everyday Docs>Operational Procedures>SOPs
INS-001 Transport of Marijuana	Everyday Docs>Operational Procedures>Instructions
INS-004 Field Sample Collection	Everyday Docs>Operational Procedures>Instructions
INS-009 Rush Samples	Everyday Docs>Operational Procedures>Instructions
INS-005 Sample Receiving	Everyday Docs>Operational Procedures>Instructions
INS-006 Sample Preparation	Everyday Docs>Operational Procedures>Instructions
INS-008 Workorder Dashboard	Everyday Docs>Operational Procedures>Instructions
INS-010 Sample Storage	Everyday Docs>Operational Procedures>Instructions
INS-007 Weighing Sample Aliquots	Everyday Docs>Operational Procedures>Instructions
O-004 Certificate of Analysis	Everyday Docs>Operational Procedures>
A-002 Training and Competence	Everyday Docs>Administrative Procedures>
<a href="#">Technical Procedures</a>	Everyday Docs>Operational Procedures>Technical Procedures>
Workorder	Confident Cannabis
<b>OUTPUTS</b>	
<a href="#">Completed Job Order</a>	Everyday Docs>Records>Records [Year]>Job Orders>
<a href="#">Test Reports</a>	Everyday Docs>Records>Records [Year]>Test Reports>
Corrective Action	Everyday Docs>Records>Records [Year]>CAR>

## Operational Procedure:

### 1. Workorder

- 1.1. On receipt of samples, a Workorder is created in Confident Cannabis and linked numerically to the item(s) to be tested.
- 1.2. Once identified with the Workorder, the test item(s) are placed in the Laboratory Incoming storage area.

### 2. Scheduling

- 2.1. See SOP-001, Sample Acquisition and Control, for further sampling Coordination procedure.
- 2.2. See INS-001, Transport of Marijuana, and INS-004, Field Sample Collection, for sampling and transport instructions.
- 2.3. Testing is typically conducted on the First In/First Out (FIFO) basis.
  - 2.3.1. Testing may be scheduled out of order if/when priority testing is required, test equipment is available/unavailable, and/or qualified personnel are available/unavailable.
  - 2.3.2. See INS-009, Rush Samples, for further instructions.



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## Cannabis Testing Laboratory Management System: ISO 17025

**2.3.3.** Priority testing will only be allowed if it does NOT disrupt the turn-around times of other samples and has been approved on a Rush Request Form.

### 3. Assignment of Testing

- 3.1.** Tests will only be conducted by trained and qualified personnel (See A-002 Training and Competence).
- 3.2.** The Lead Chemists, with guidance from the CSO, will oversee determinations made pertaining to which personnel are to perform the required test(s).

### 4. Test Performance

- 4.1.** Receiving Technicians will follow INS-005, Sample Receiving, to properly intake samples.
- 4.2.** Laboratory Technicians will retrieve the test item(s) from reception and follow INS-006, Sample Preparation.
- 4.3.** The COC will denote the requested analysis and follow INS-008, Workorder Dashboard, instructions for proper sample tracking.
- 4.4.** Samples will be stored according the the instructions found in INS-010, Sample Storage.
- 4.5.** The assigned Laboratory Technicians will weigh the samples per INS-007, Weighing Sample Aliquots.

### 5. Accommodation of Environment

- 5.1.** The assigned personnel will ensure that any environmental requirements are accounted for (see O-AER Accommodation and Environmental Requirements). Even if there are no specified environmental requirements, the ambient environment will be recorded at the start and finish of the test(s).

### 6. Test Results

- 6.1.** On completion, the Chemist will review the quality control results and make a determination if the results fall within, or outside, the specifications or requirements.

### 7. Data Entry

- 7.1.** Once QC has been verified as acceptable, the Workorder results are entered into the proper Confidential Cannabis data entry tab per O-004, Certificate of Analysis.

### 8. Approval of Data Entry

- 8.1.** On completion, the validating Chemist will review the data and approve for release.
- 8.2.** On approval, the validating Chemist will sign and date the test report.
- 8.3.** If the validating Chemist finds issues with the test or the test report, the validating Chemist will return the test report to the assigned Chemist for correction (see A-014 Documentation Control) or retesting.





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**8.3.1.** Disapproval by reason of testing issue(s), a Corrective Action Report will be required (see A-NCA Nonconformance and Corrective Action).

## 9. Releasing Certificates of Analysis

**9.1.** On completion of validation of all requested analysis, the assigned Lead Chemist will generate the Certificate of Analysis (CoA), verify all data populated correctly on the CoA and release the CoA to the client per INS-012, Finalizing and Releasing Certificate of Analysis.

## 10. Retention of Test Artifact(s)

### 10.1. Finished Documents

**10.1.1.** On completion of the analysis, all associated documents will be compiled into a workorder manila folder, filed in numerical workorder sequence in a banker box and stored for a minimum of 5 years in the appropriate storage area.

**10.1.2.** When there are multiples of the same documents from the same Workorder, the documents will be placed together in one appropriately labeled manila folder.

**10.1.3.** The original test report will be maintained in the Test Report files per A-014, Documentation Control.

### 10.2. Finished Samples

**10.2.1.** On completion of the analysis, all remaining samples from the same workorder will be stored together per INS-010, Sample Storage, until they are destroyed.

**10.2.2.** Sample containers do NOT need to be retained after destruction.

**10.3.** The laboratory will maintain the remaining samples for a minimum of 30 calendar days and then dispose of them.

## Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
12/17/2020	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	Upshot Admin and BS	BS	NA	01/04/2021



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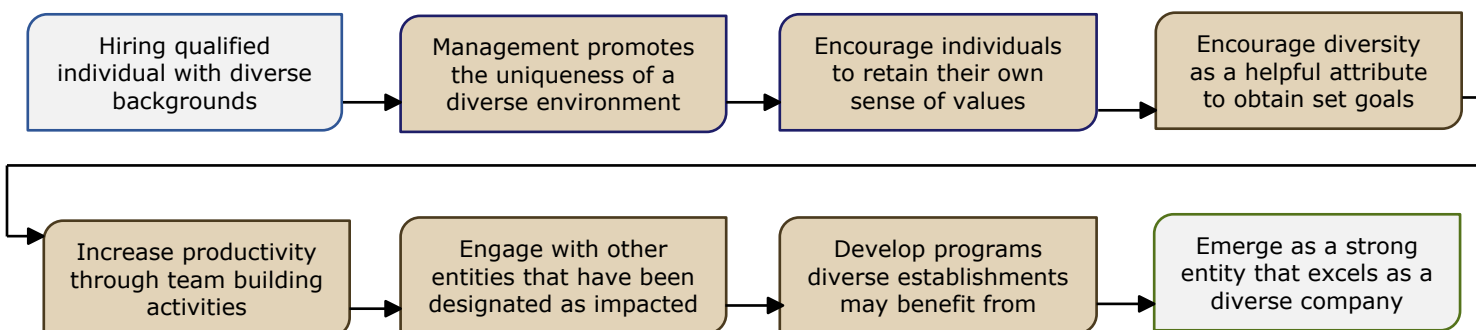
[MS Manual - Click Here](#)

# P-003 Diversity and Positive Impact Plan

## Planning Procedure Description:

This Procedure defines the goals, programs and measurements set forth by Analytics Labs to create a work environment that promotes recognition and respect for each individual within the company by encouraging diversity and cultural appreciation within the workplace. Additionally, Analytics Labs is committed to positively impacting areas of disproportionate impact within the communities in which it strives.

## Process Flow:



## References:

Title	Location
<b>INPUTS</b>	
P-004 Positive Impact Plan	Everyday Docs > Planning Procedures
A-012 Hiring and Termination	Everyday Docs > Administrative Procedures
Job Descriptions	Everyday Docs > Administrative Procedures > Job Descriptions
A-005 Quoting, Ordering and Contract Review	Everyday Docs > Administrative Procedures
A-003 Supplier, Contractor and Vendor Control	Everyday Docs > Administrative Procedures
A-007 Purchasing	Everyday Docs > Administrative Procedures
<b>OUTPUTS</b>	
Economic Empowerment Price List	Everyday Docs > Diagrams > Price Lists
TL-029 Client Information Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-033 Client Contact Logbook	Everyday Docs > Tech Tools > Forms > Logbook Templates





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Title	Location
TL-073 Vendor Evaluation Form	Everyday Docs > Tech Tools > Forms > Logbook Templates
TL-075 Volunteer Attendance Log	Everyday Docs > Tech Tools > Forms > Logbook Templates

## Plan Procedure:

### 1. Staff

- 1.1. Hiring must be based upon the qualifications listed A-012, Hiring and Termination, and in the Job Descriptions.
- 1.2. When possible, it is the goal of the laboratory to hire 50% of total staff as:
  - 1.2.1. Local persons from Holyoke (or surrounding communities);
  - 1.2.2. Identify as women;
  - 1.2.3. Minorities;
  - 1.2.4. Veterans;
  - 1.2.5. Persons with disabilities;
  - 1.2.6. Persons identifying as LGBTQ+.

### 2. Clientele

- 2.1. Commission-designated Economic Empowerment Priority establishments will be granted:
  - 2.1.1. Minimum of \$10,000 line of credit for testing services;
  - 2.1.2. Economic Empowerment Discounted Pricing.
- 2.2. All pricing and payment terms will be determined and documented as outlined in A-005, Quoting, Ordering and Contract Review.

### 3. Vendors

- 3.1. Vendors will be chosen based on their compliance to laboratory requirements, see A-003 Supplier, Contractor and Vendor Control, and A-007, Purchasing.
- 3.2. Effort will be placed on working with at least 20% vendors/contractors who:
  - 3.2.1. Ownership consists of at least 51% of minorities, women, veterans, people with disabilities and/or people identifying as LGBTQ+;
  - 3.2.2. Resides in an area of disproportionate impact (specifically Holyoke);
  - 3.2.3. Commission-designated Economic Empowerment Priority establishments;
  - 3.2.4. Commission-designated Social Equity Program participants;
  - 3.2.5. Massachusetts residents who have past drug convictions;
  - 3.2.6. Massachusetts residents with parents or spouses who have drug convictions.





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## Cannabis Testing Laboratory Management System: ISO 17025

### 4. Community Service

#### 4.1. Monetary Goals

**4.1.1.** Minimum donation of \$5,000 towards a local food bank annually.

#### 4.2. Volunteer Goals

**4.2.1.** 50 volunteer hours annually to a service that directly impacts disproportionate impact communities.

### 5. Measurements

**5.1.** The laboratory will keep Human Resource records for each employee.

**5.2.** All discounted pricing given to clientele will be documented in one or more of the following manners:

**5.2.1.** New Client Form (TL-029);

**5.2.2.** Client Contact Logbook (TL-033);

**5.2.3.** Email

**5.3.** Vendor documentation will be kept on the Vendor Evaluation Form (TL-073).

**5.4.** Volunteer hours will be documented on a Volunteer Attendance Log (TL-075) and kept on file in the volunteer logbook.

**5.5.** Monetary donations will be logged in Quickbooks by the accountant.

**5.6.** The Diversity and Positive Impact Plan will be reviewed during the annual Manager Meeting per A-009, Management Review.

## Revision History:

Revision Date	Rev. #	Revision Description/Details	Revision Author:	Approved by:	Continued Training by:	Implementation Date:
03/31/2021	001	New System Release to: <ul style="list-style-type: none"><li>ISO 17025:2017 - General requirements for the competence of testing and calibration laboratories</li></ul>	BS	BS	NA	03/31/2021





## Visitor Logbook

Line	Name	Birthday	ID Verified	Badge #	Date	Time In	Time Out	Reason for Visit
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Analytics Labs LLC  
Energy Efficiency and Conservation Policy

TL-070-001

## **Overview**

Analytics Labs is committed to energy efficiency through the collaborative efforts of purchasing proper energy saving equipment, use of non-carbon emitting electricity sources, energy audits and striving for continual improvement. By creating obtainable action plans, Analytics Labs will invest in cost-effective energy efficiency implementation.

## **Purpose**

This Energy Efficiency and Conservation Policy is an important document intended to help Analytics Labs:

- Identify potential energy use reduction opportunities;
- Consider opportunities for renewable energy generation;
- Strategize to reduce electric demand; and
- Engage with energy efficiency programs

## **Commitment**

- Strive to purchase energy star equipment to the fullest extent possible;
- Emphasize business in Holyoke where HG&E has the highest percentage of non-carbon electricity in Massachusetts;
- HG&E independent audit of electrical consumption;
- Work with landlord(s) to explore possible solar opportunities.