Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281360

Original Issued Date: 01/28/2022

Issued Date: 01/28/2022

Expiration Date: 01/28/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Assured Testing Laboratories LLC

Phone Number: 781-632-0595 **Email Address:** d.pelekoudas@assuredtestinglab.com

Business Address 1: 300 Potash Hill Rd **Business Address 2:**

Business City: Tyngsborough **Business State:** MA **Business Zip Code:** 01879

Mailing Address 1: 93 Ward St **Mailing Address 2:** Unit 204

Mailing City: Revere **Mailing State:** MA **Mailing Zip Code:** 02151

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 52.97 **Percentage Of Control:** 52.97

Role: Manager **Other Role:**

First Name: Dimitrios **Last Name:** Pelekoudas **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: Tyngsborough

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 3.05 **Percentage Of Control:** 3.05

Role: Executive / Officer **Other Role:** Chief Operations Officer

First Name: LINDA **Last Name:** PELEKOUDAS **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 300 Potash Hill Rd

Establishment Address 2: Suite A

Establishment City: Tyngsborough **Establishment Zip Code:** 01879

Approximate square footage of the Establishment: 10840 **How many abutters does this property have?:** 8

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 Documentation	1_04.09.20_ATL_300_Potash_Rd_COM_Attestation_signed.pdf	pdf	616b24653d1a3f6867ed5d50	10/16/2021
Community Outreach Meeting Documentation	2_Attachment A - Lowell_Sun_Public_Meeting_Notice.pdf	pdf	616b24714c206f685c09ece2	10/16/2021
Community	3_Attachment B - Town_Stamped_Meeting_Notice.pdf	pdf	616b248053eb05681e9d2eed	10/16/2021

Outreach Meeting Documentation				
Community Outreach Meeting Documentation	12.01.03.4_Attachment C - Community Outreach Notice.pdf	pdf	618aa8a8084df83201bfaf34	11/09/2021
Community Outreach Meeting Documentation	12.01.03.4_Attachment C - Community Outreach Abutter Mail Receipts.pdf	pdf	618aa8b2d5b18b31d59963a8	11/09/2021
Community Outreach Meeting Documentation	12.01.03.5_Attachment D - ATL_Overview_Presentation_HC_Meeting .pdf	pdf	618aa8be99d47637982bca1c	11/09/2021
Plan to Remain Compliant with Local Zoning	12.03.03 ATL Zoning Compliance Attestation.pdf	pdf	618aa9016155aa37c42561fc	11/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	13.01.03 ATL Positive Impact Plan v1.3.pdf	pdf	6185869e3982c731eb1c7067	11/05/2021
Other	13.02.03 Marketing and Advertising Attestation.pdf	pdf	618587ad51c4da37cbfb7740	11/05/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:**

First Name: Dimitrios **Last Name:** Pelekoudas **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:** Chief Operations Officer

First Name: Linda **Last Name:** Pelekoudas **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	16.01 ATL DoR_Letter_of_Good_Standing.pdf	pdf	60418a36c997b43574a1abc2	03/04/2021
Articles of Organization	16.02 DE- ASSURED TESTING LABORATORY LLC- CERTIFICATE OF MERGER 4815-3137-2487 v.1.pdf	pdf	60418a5501124c35d20a14e2	03/04/2021
Articles of Organization	16.03 MA- Assured Testing Laboratories LLC.pdf	pdf	60418a6179e02335ddb60672	03/04/2021
Secretary of Commonwealth - Certificate of Good Standing	16.04 ATL SoS Letter of Good Standing.pdf	pdf	60418a694e7ce735949ce01e	03/04/2021
Articles of Organization	16.05 Amended and Restated Operating Agreement - ATL 20210129.pdf	pdf	60418a78183b5235aa44d2fc	03/04/2021
Department of Revenue - Certificate of Good standing	16.06.03 ATL Attestation Memo_No Employees_MA Department of Unemployment Assistance_Cert of Good Standing.docx.pdf	pdf	616b1cc092505868ec66cec3	10/16/2021

No documents uploaded

Massachusetts Business Identification Number: 001452343

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	17.01.03 ATL Business Plan L v 1.2.pdf	pdf	616b21eb4c206f685c09ecda	10/16/2021
Proposed Timeline	17.02.03 ATL Proposed Timeline v1.3.pdf	pdf	6171d76413978207ec42ac37	10/21/2021
Plan for Liability Insurance	17.03.03 ATL Letter of Intent to Insure.pdf	pdf	6171d76dbe7d5d08126c98f1	10/21/2021

LABORATORY CERTIFICATION

Certifying Body: Perry Johnson **ISO 17025 Accreditation Certificate Number:** 113746

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	19.01.03 ATL Recreation and Medical Compliance.pdf	pdf	6171d3b6766d11080a94d4fd	10/21/2021
Restricting Access to age 21 and older	19.02.02 ATL 21 Age Compliance.pdf	pdf	6171d3caa99f8607de9bb17a	10/21/2021
Security plan	19.03.03 1 ATL Security Policies and Procedures v2.1.pdf	pdf	6171d3dbe070130824644c5f	10/21/2021

Security plan	19.03.03 2 935 CMR 500.110(4) ATL Tyngsborough Site - Limited Access Diagram.pdf	pdf	6171d3e8390c0007ff23479c	10/21/2021
Prevention of diversion	19.04.03 ATL Diversion Policies and Procedures.pdf	pdf	6171d3f5766d11080a94d501	10/21/2021
Storage of marijuana	19.05.03 ATL Storage Policies and Procedures.pdf	pdf	6171d4062f57c207f8c9f038	10/21/2021
Transportation of marijuana	19.06.03 ATL Transportation Policies and Procedures.pdf	pdf	6171d41335146307e53a4dce	10/21/2021
Inventory procedures	19.07.03 ATL Inventory Policies and Procedures.pdf	pdf	6171d41d766d11080a94d505	10/21/2021
Quality control and testing	19.08.03 ATL Quality Control and Testing.pdf	pdf	6171d427e20f88081510c0dc	10/21/2021
Dispensing procedures	19.09.03 Dispensing Plan.pdf	pdf	6171d431a99f8607de9bb180	10/21/2021
Personnel policies including background checks	19.10.03 (1) ATL Personnel Policies and Procedures.pdf	pdf	6171d43f390c0007ff2347a2	10/21/2021
Personnel policies including background checks	19.10.03 (2) ATL Maintenance of Confidential Information .pdf	pdf	6171d451e20f88081510c0e0	10/21/2021
Record Keeping procedures	19.11.03 ATL Record Keeping Policy and Procedure.pdf	pdf	6171d45ca99f8607de9bb184	10/21/2021
Maintaining of financial records	19.12.03 ATL Maintenance of Financial Records V1.2.pdf	pdf	6171d468e070130824644c67	10/21/2021
Diversity plan	19.13.03 ATL Diversity Plan_rfi3.pdf	pdf	61897f5c44662a31f28915d7	11/08/2021
Qualifications and training	19.14.03 ATL Qualifications and Training Standard.pdf	pdf	61897f695ca77d31bb6b3c7b	11/08/2021
Energy Compliance Plan	19.15.03 ATL Energy Compliance Plan.pdf	pdf	61897f73d5b18b31d5995dd2	11/08/2021

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 10/06/2021

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

   a. Date of publication: 9/22/21

   b. Name of publication: Lowell Sun

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

   a. Date notice filed: 9/22/21

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

   a. Date notice(s) mailed: 09/29/2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
   a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
   d. A plan by the ME or MTC to positively impact the community; and
   e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Assured Testing Laboratories, LLC

Name of applicant's authorized representative:

Dimitrios N Pelekoudas

Signature of applicant's authorized representative:

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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:00pm for publication the following day. (Friday @ 4:00pm for publication Sunday or Monday).

AUTOMOTIVE EMPLOYMENT HANDYMAN PETS REAL ESTATE

POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

PUBLIC NOTICE

Public Media Release
Lowell Public Schools will be participating in the **School Breakfast Program Seamless Summer Option.** As part of this program, All Lowell Public Schools will offer healthy meals every school day at NO COST due to the Nationwide Waiver to Allow the Seamless Summer Option through School Year 2021-2022. Students will be able to participate in these programs without having to pay a fee or submit a household application.
Non-Discrimination Statement:
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits.
Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027)
found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.
This institution is an equal opportunity provider.

September 22 2021

LEGAL NOTICE
REQUEST FOR QUALIFICATIONS
"Block Floor Replacement" Architectural/ Project
Management Services
Greater Lowell Regional Vocational Technical High School is seeking Massachusetts registered architectural/engineering firms/individuals to provide professional services associated with replacing creosote block floors. Along with the qualifications Greater Lowell Regional Vocational Technical High School requests a project plan that puts forth the process and projected timeline for completion of the architectural services. Services will be effective October 2021 through August 2022.
The selected firm shall have demonstrated previous experience in providing specified services to school facilities. A complete Request For Qualifications may be obtained, without charge, at Greater Lowell Regional Vocational Technical High School, 250 Pawtucket Blvd., Tyngsboro, MA 01879 or by contacting the School Business Administrator Michael Knight at mknight@gltech.org. **Documents will be available after 8:30 a.m. on Wednesday, September 22, 2021.** Questions about the RFQ shall be directed to mknight@gltech.org seventy-two (72) hours prior to prevailing time.
There will be a non-mandatory **Pre-Bid Conference at 2:00 p.m. on Wednesday, October 6, 2021.** All interested parties should meet at the security booth inside the school front doors to sign in at that time. The address of the school is 250 Pawtucket Boulevard, Tyngsboro, MA 01879. Please be prepared with proper PPE (mask).
The deadline for submitting qualifications to Greater Lowell Regional Vocational
Technical High School, 250 Pawtucket Blvd., Tyngsboro, MA 01879, is **2:00 p.m. on Wednesday, October 13, 2021.**
It is the intent of the Awarding Authority to award a contract within fifteen (15) business days after receiving the qualifications.

September 22 2021

Assured Testing Laboratories, LLC
Notice of Public Meeting
Notice is hereby given that a Community Outreach Meeting for a Proposed Cannabis Establishment is scheduled for:
Date: Wednesday, October 6, 2021
Time: 6:00PM - 8:00PM
Location: Tyngsborough Old Town Hall
Address: 10 Kendall Rd. Tyngsborough, MA 01879
The Proposed Cannabis Establishment is anticipated to be located at:
Assured Testing Laboratories, LLC
300 Potash Hill Rd, Tyngsborough MA 01879
Questions are welcome
There will be an opportunity for the public to ask questions at the meeting
Questions may also be submitted via our website www.assuredtestinglab.com or by email to:
Dimitrios Pelekoudas PhD
CEO Assured Testing Laboratories LLC
assuredtestinglab@gmail.com
Please note, the Town does not represent the owner(s)/ developer(s)/attorney(s).
The purpose of this meeting is to get community input and listen to the community's positions on this proposal. If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact us at our website or email provided above. While every attempt will be made to provide reasonable accommodations, requests should be made with as much advance notice as possible. Please note some requests, specifically for communication access support, may require 2 week notice beyond the control of the Town."

September 22 2022

PUBLIC NOTICE

The Lowell Housing Authority invites sealed bids from Contractors for the Federalization of Dublin Street (705-2). Work includes kitchen & bath upgrades and exterior site improvements.
IFB 2021-10A DHCD FISH # 160103
Federalization of Dublin Street can be downloaded from www.projectdog.com Project #845981 as of September 22, 2021. Filed sub-bids for Plumbing (Section 22.00.00) will be received via ProjectDog on October 6, 2021 at 10:00 AM. General Bids will be received via ProjectDog on **October 20, 2021 at 11:00 AM.**
During bidding, the job site will be available for inspection between 2:00 PM and 3:00 PM on September 29, 2021. Please wear a face mask during site visit.
All bids must be accompanied by a bid bond in the amount of 5% of the total bid price. All bids submitted in response to this Invitation for Bids will be evaluated and awarded in accordance with the provisions established under Massachusetts General Law Chapter 149. Vendors will be required to abide by the guidelines established under this statute. This contract is subject to the Massachusetts Prevailing Wage Rates, DCAMM and OSHA Certifications.
The LHA reserves the right to amend or cancel this IFB, accept or reject any and all bids and waive minor informalities.
By: Rita V. Brousseau, Chief Procurement Officer (978) 364-5341.

September 22 2021

LEGAL NOTICE
TOWN OF BILLERICA
HISTORIC DISTRICTS COMMISION
PUBLIC HEARING
The Billerica Historic Districts Commission will hold a virtual Public Hearing on October 6, 2021 at 7:00 p.m., to consider the application of the Town of Billerica for a Certificate of Appropriateness in order to make improvements to Boston Road. The project limit borders the Town Center and is partially within the Town's Center Historic District. Specifically, the project extends approximately 3,750 linear feet along Boston Road (Route 3A) from Simmons Lane heading south to Danforth Village. The proposed improvements include roadway reconstruction, pavement milling and overlay, curbing, sidewalks, brick banding, trees, new traffic signal, signs, and pavement markings, all new stormwater collection facilities, utility pole relocation and undergrounding overhead wire crossing along Boston Road.
The application and plans are available for review at the Planning Board Office, Town Hall, 365 Boston Road, Billerica, MA and may be viewed Monday thru Friday, 9:30 a.m. to 3:30 p.m. All interested parties are invited to comment in writing or present any relevant information for the Board's consideration during the virtual public hearing. The virtual public hearing can be accessed on a computer, tablet, or smartphone by following the directions at the link provided: https://us02web.zoom.us/j/826 9930 0105or via telephone by dialing US: +1 301 715 8592, Webinar ID: 82699300105
Mary McBride
Secretary

September 22 28 2021

Dracut Conservation Commission
Legal Notice of Public Hearing
Wetlands Protection Act
A public hearing will be held for an Abbreviated Notice of Resource Area Delineation, filed by World Dracut, LLC, to determine a delineated wetland line at 341 Broadway Rd. Dracut, MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, October 6, 2021 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.
Please enter the link below to join the webinar:
https://us02web.zoom.us/j/81521586602
Or Telephone: US: 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)
Webinar ID: 815 2158 6602

September 22 2021

CITY OF LOWELL
NOTICE OF AVAILABILITY
The City of Lowell Department of Planning and Development (DPD) has completed a draft of the 2020-21 Consolidated
Annual Performance and Evaluation Report (CAPER). The report addresses the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Emergency Shelter Grant (ESG) Program in the City of Lowell; for the period July 1, 2020, through June 30, 2021.
The draft CAPER will be available for review and public comment until October 1, 2021. All written comments received will be included in the Final CAPER sent to HUD along with the City's responses. Copies of the draft report are available at www.lowellma.gov. Printed copies are also available for public review during office hours upon request.
Written comments may be submitted to Chris Samaras, Director of Community Development, at 50 Arcand Drive, Lowell, MA 01852, or emailed to CSamaras@lowellma.gov . For consideration, comments must be received no later than October 1, at 5:00 PM

September 18 24 2021

THE SUN
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4002 GENERAL

Seeking Female Companion
For
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ANNOUNCEMENTS

PUBLIC NOTICE

Commonwealth of Massachusetts
The Trial Court
Middlesex Division Docet No. 09D-1607DR
Summons By Publication
Silas A Silva, Plaintiff
V
Scheila Mello, Defendant
To the above named Defendant
A Complaint has been presented to this court by the Plaintiff, seeking a Modification
You are required to serve upon Silas A. Silva -plaintiff whose address is 62 Michael Rd, Dracut, MA. 01826 On or before October 25, 2021. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer in the office of the Register of this Court at Cambridge Witness, Hon, Maureen H Monks, Esquire, First Justice of said Court at Cambridge, this 13th day of September, 2021 Tara E DeCristofarro Register of Probate Court

September 22 2022

PUBLIC NOTICE

CITY OF LOWELL
RECLAMATION AND PAVING
IFB 22-27
The City of Lowell is requesting bids for all labor, materials, equipment, tools, applications etc. necessary for Full Depth reclamation, paving with the adjustment of drainage structures. Furnishing and installation of new sloped granite edging, in strict accordance to the specification. MA-Highway prequalification required. The estimated value of this contract $1,800,000. Duration 11/01/2021 to 12/30/2022. Sealed bids will be received at the **Office of the City of Lowell Purchasing Agent, City Hall, Room #60, 375 Merrimack St., Lowell, MA 01852 until 11:00 a.m. on October 7, 2021**
Information regarding this project may be obtained by contacting P. Michael Vaughn, Chief Procurement Officer/ Purchasing Agent, City of Lowell, (978) 970-4110, at the above address, Email pmvaughn@lowellma.gov or from the City of Lowell website at www.lowellma.gov/purchasing

September 22 2021

Commonwealth of Massachusetts The Trial Court - Probate and Family Court Docket No. MI21P4829EA Middlesex Probate and Family Court 10-U Commerce Way Woburn, MA 01801 (781)865-4000 CITATION ON PETITION FOR FORMAL ADJUDICATION Estate of: Donna M. Brody Date of Death: 10/03/2018, To all interested persons: A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Scott H. Brody of North Billerica, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Scott H. Brody of North Billerica, MA be appointed as Personal Representative of said estate to serve Without Surety on the bond in an unsupervised administration. IMPORTANT NOTICE: You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on the return day of 10/19/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you. Unsupervised Administration under the Massachusetts Uniform Probate Code (MUPC): A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration. Witness, Hon. Maureen H Monks, First Justice of this Court, Date: September 21 2021. Tara E. DeCristofaro, Register of Probate

September 22 2021

RECYCLE YOUR NEWSPAPER

PUBLIC NOTICE

Invitation to Submit Bids
The School Committee of Billerica Massachusetts invites the submission of sealed bids on the following:
Bid Number 21-200

Title Billerica Schools - Misc Electrical Contract
Bid Deadline ALL Schools

Bid Deadline Oct 13, 2021

Specs and rbid/RFP documents may be obtained on the Billerica Public Schools website under Finance & Operations or here: https://tinyurl.com/v6c9f7mw
Mandatory Pre-Bid meeting Oct 4th, 2021 (Location: BMHS -35 River St, Billerica MA)
Must be DCAMM certified
Please email George McCormack (gmccormack@billericak12.com) with any questions.

September 22 2021

The Town of Westford, by and through its Select Board, in conjunction with the Town of Littleton, issues an Invitation for Bids (IFB) for contracted services for the mechanical removal of accumulated material from the Forge Pond Outlet Channel, located adjacent to the parcel identified on the town Assessor's Map 053 Parcel 0012 Lot 0000 in Westford, MA 01886, during the winter water-level drawdown. All bids must be submitted in writing to the Town Manager's Office, 55 Main Street, Westford, MA 01886, by 10:00 AM on Wednesday, October 6, 2021. A pre-bid meeting will be held on Wednesday, September 29 at 11:30 AM, meeting in the Town of Westford Forge Pond Beach parking lot, located on West Prescott Street, adjacent to the outlet channel of Forge Pond. IFB documents may be obtained at www.westfordma.gov/procurement. Late bids will not be accepted. Mailed or faxed bids will not be accepted. All terms and conditions are outlined in the invitation for bids.

September 22 2021

TOWN OF BILLERICA
PUBLIC HEARING
365 Boston Rd
Billerica, MA BUCK Auditorium
On Monday, October 4 @ 7:05PM
Change of ownership @ Liberty Bell
Roast Beef and Seafood
420 Boston Road Billerica, MA

September 22 2021

Tyngsborough High School Elevator Jack Replacement Project
The Town of Tyngsborough, MA is seeking sealed bids for the replacement of an elevator jack in a passenger elevator at Tyngsborough High School (50 Norris Road, Tyngsborough MA). Pre-Bid Conference will be held onsite at 50 Norris Road, Tyngsborough MA on Wednesday, 29, 2021 at 4:00 PM. Sealed bids are due by 12:00 PM to the address above, attention Colin Loiselle on Wednesday, October 13, 2021 at which time they will be publicly opened. Bids available by request to cloiselle@tyngsboroughma.gov.

September 22 2021

MERCHANDISE

2020 APPLIANCES

Washer and electric dryer $150 for pair (978)888-5797

GARAGE SALES

2410 GARAGE/ YARD SALES

Multi Family Yard Sale
Sept 25 9am-3pm
52 Lisa Ln

MERCHANDISE

2110 MUSICAL INSTRUMENTS

Top $$ Paid
We Buy ALL Musical Instruments - Guitars, Saxes, etc. We travel & Pick-Up. Cash on the spot!
617-594-3255

2105 WANTED TO BUY

MILITARY ITEMS
Swords, knives, medals, bayonets, helmets, flags, uniforms, guns. 603-886-7346

SERVICES

8410 PAINTING & WALLPAPER

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Quality painting
paper hanging
Wall paper removal
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FREE ESTIMATES!
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15 + years in The Sun

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ALL TYPES OF MASONRY
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Call Ted
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or 603-893-7321

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Electrical, Plumbing, Carpentry, Roofing (New or Repaired)
Decks built or repaired
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Subscribe Today!
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Brilliant Basement Waterproofing, LLC lic#198672
860-625-5703.
www.brilliantbasement waterproofing.com

EMPLOYMENT

4002 GENERAL

Building Custodian's Littleton Public Schools
Day Shift
and
Second shift
Benefits and Paid Vacations
Non-Union
Send letter of interest and resume to:
Steve Mark
Business Manager
Littleton Public Schools
PO Box 1486
Littleton, MA 01460
or
apply on schoolspring.com
ID#3679249

JOURNEYMAN
Apprentices
PLUMBERS
For Commercial & Residential Work.
Health, Dental, 401k, Paid Vacation, Sick & Holidays.
Please Call Bill
978-758-8656

Town of Billerica
Health Outreach Coordinator
For Complete post go to:
www.town.billerica.ma.us/Jobs

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6045 APARTMENT RENTALS

1-2-3-4 BEDROOMS
Affordable Apts. & Studios, $650 & up. All utils incl. Sec. 8 Welcome.
To Apply visit:
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Quality, affordable, section 8 welcome. Start at $1100. **Call 978-937-3033**
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BEAVER BROOK VILLAGE DRACUT 1, 2, 3 BDRM.
Start at $1550.
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TRANSPORTATION

7070 CARS WANTED

Paying $200 and up for junk cars and trucks
LOWELL USED AUTO PARTS (978)454-4444

PICKED UP WITHIN 24 HRS
603-303-2866
Junk Cars & Trucks WANTED.
Pay Up to $800

SIGN UP NOW
Make life a little easier with
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1.800.359.1300

Make a Difference
RECYCLE

SEP 22'21 11:53:50
TYNGSBOROUGH BOS

Assured Testing Laboratories, LLC

Notice of Public Meeting

Notice is hereby given that a Community Outreach Meeting for a Proposed Cannabis Establishment is scheduled for:

Date: Wednesday, October 6, 2021
Time: 6:00PM - 8:00PM
Location: Tyngsborough Old Town Hall
Address: 10 Kendall Rd. Tyngsborough, MA 01879

The Proposed Cannabis Establishment is anticipated to be located at:

Assured Testing Laboratories, LLC
300 Potash Hill Rd, Tyngsborough MA 01879

Questions are welcome

There will be an opportunity for the public to ask questions at the meeting
Questions may also be submitted via our website www.assuredtestinglab.com or by email to:

Dimitrios Pelekoudas PhD
CEO Assured Testing Laboratories LLC
assuredtestinglab@gmail.com

Please note, the Town does not represent the owner(s)/developer(s)/attorney(s).
The purpose of this meeting is to get community input and listen to the community's positions on this proposal.

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact us at our website or email provided above. While every attempt will be made to provide reasonable accommodations, requests should be made with as much advance notice as possible. Please note some requests, specifically for communication access support, may require 2 week notice beyond the control of the Town."

RECEIVED
2021 SEP 22 AM 11:56
TOWN CLERK
TYNGSBOROUGH, MA

Assured Testing Laboratories, LLC

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Assured Testing Laboratories, LLC

Certified Mail Receipts – Abutters of 300 Potash Hill Rd, Tyngsborough MA 01879

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Dunstable, MA 01827
Certified Mail Fee $3.75
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0000 9441 5405
[redacted]
PO Box 558
Dunstable MA 01827
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.
Windsor, NJ 08561
Certified Mail Fee $3.75
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0000 9441 5382
[redacted]
PO Box 519
Windsor NJ 08561
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at www.usps.com®.
Tyngsboro, MA 01879
Certified Mail Fee $3.75
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0000 9441 5368
[redacted]
PO Box 65
Tyngsborough MA 01879-0065
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
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Tyngsboro, MA 01879
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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021
7020 2450 0002 3185 7051
[redacted]
500 Potash Hill Rd Unit 2
Tyngsborough MA 01879
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Weston, MA 02493
Certified Mail Fee $3.75
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0000 9441 5399
[redacted]
133 Burkskin Dr
Weston MA 02493
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Tyngsboro, MA 01879
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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0002 3185 7044
[redacted]
18 Progress Ave
Tyngsborough MA 01879
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.
Lowell, MA 01851
Certified Mail Fee $3.75
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.58
Total Postage and Fees $4.33
Postmark Here SEP 28 2021
09/28/2021 USPS
7020 2450 0002 3185 7068
[redacted]
115 Westford St
Lowell MA 01851
See Reverse for Instructions

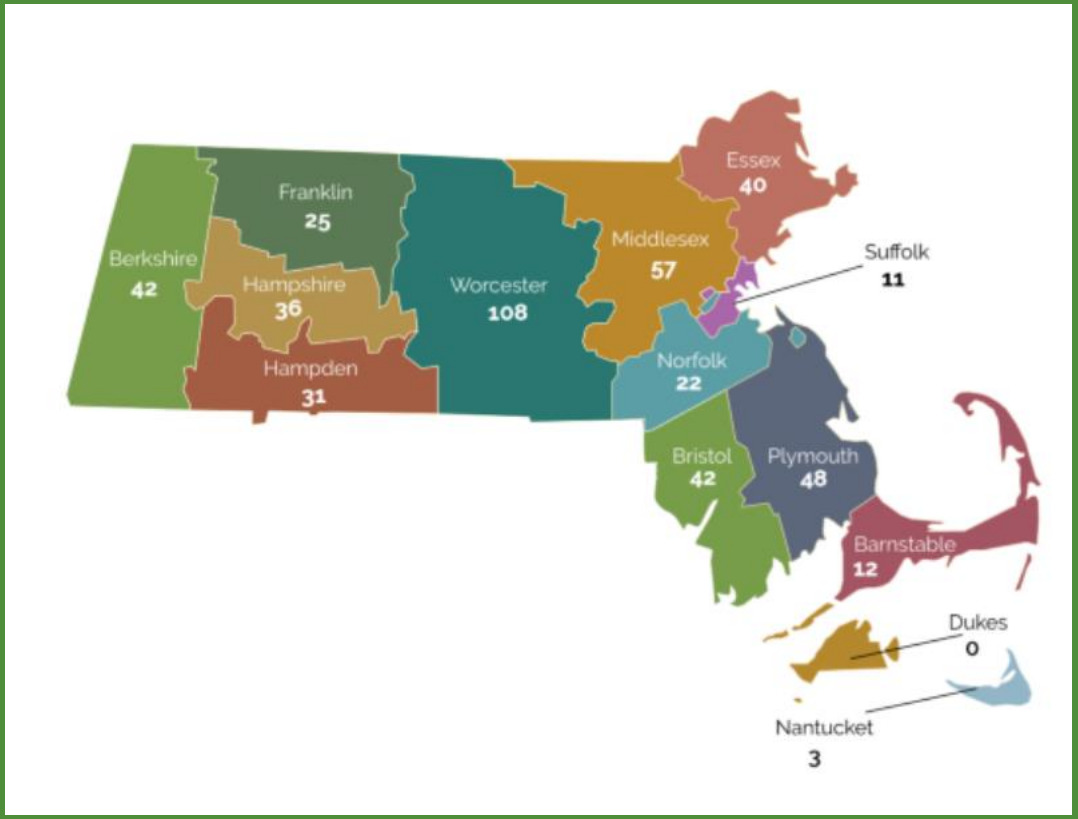
Proposed Independent Testing Laboratory

A+SSURED
TESTING LABORATORY

Presented by CEO
Dimitrios Pelekoudas PhD

A Dire Need

- There are **only five** independent testing laboratories in Massachusetts for recreational cannabis safety certification.
- As a reference, CO at the size of the MA market was struggling with 12 labs.



Picture source: https://mass-cannabis-control.com/

Licenses are continuing to be issued while lab capacity has not expanded to handle

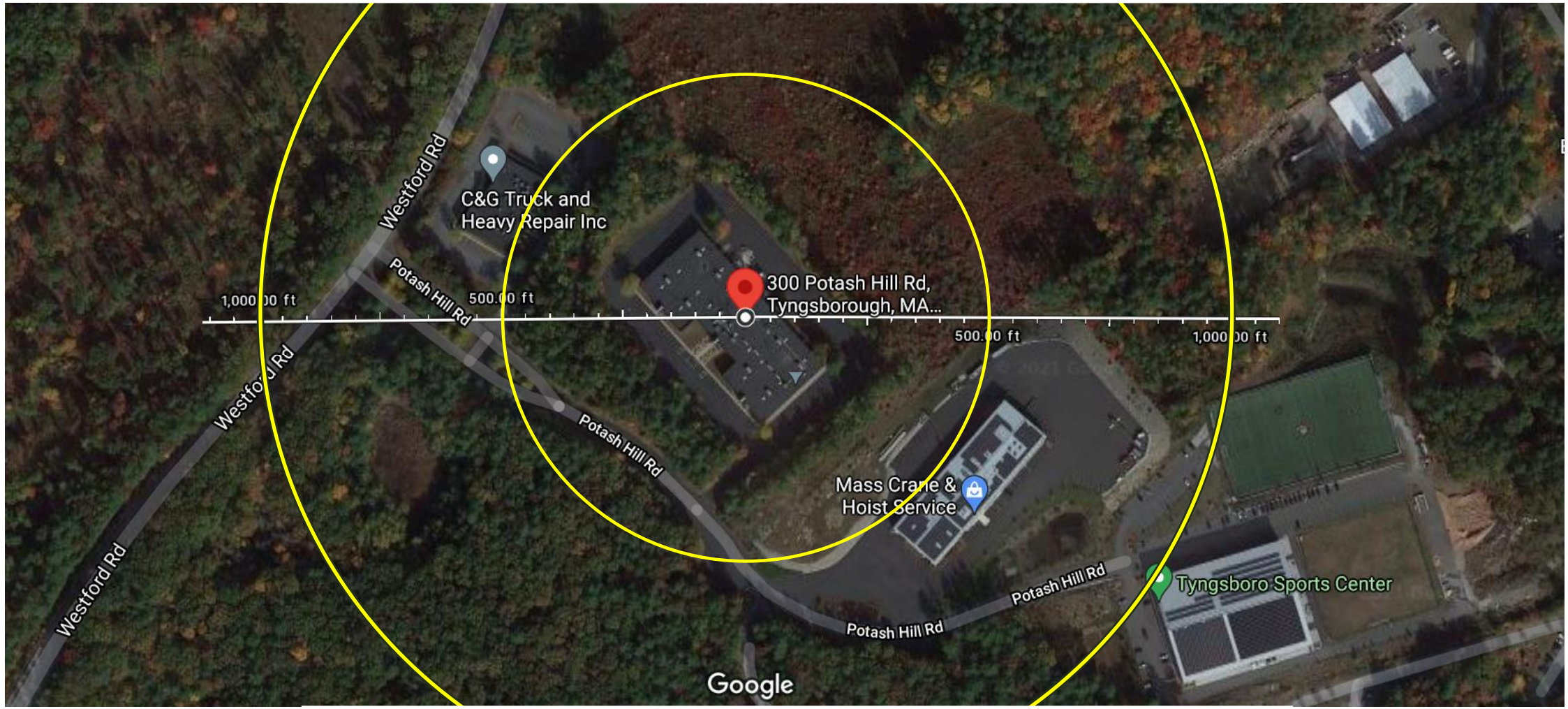
Background

- PhD in Pharmaceutical Science
- Research in cannabinoids
- Worked previously for Novartis and Sanofi/Genzyme in pharmaceuticals
- Has food safety & regulatory experience

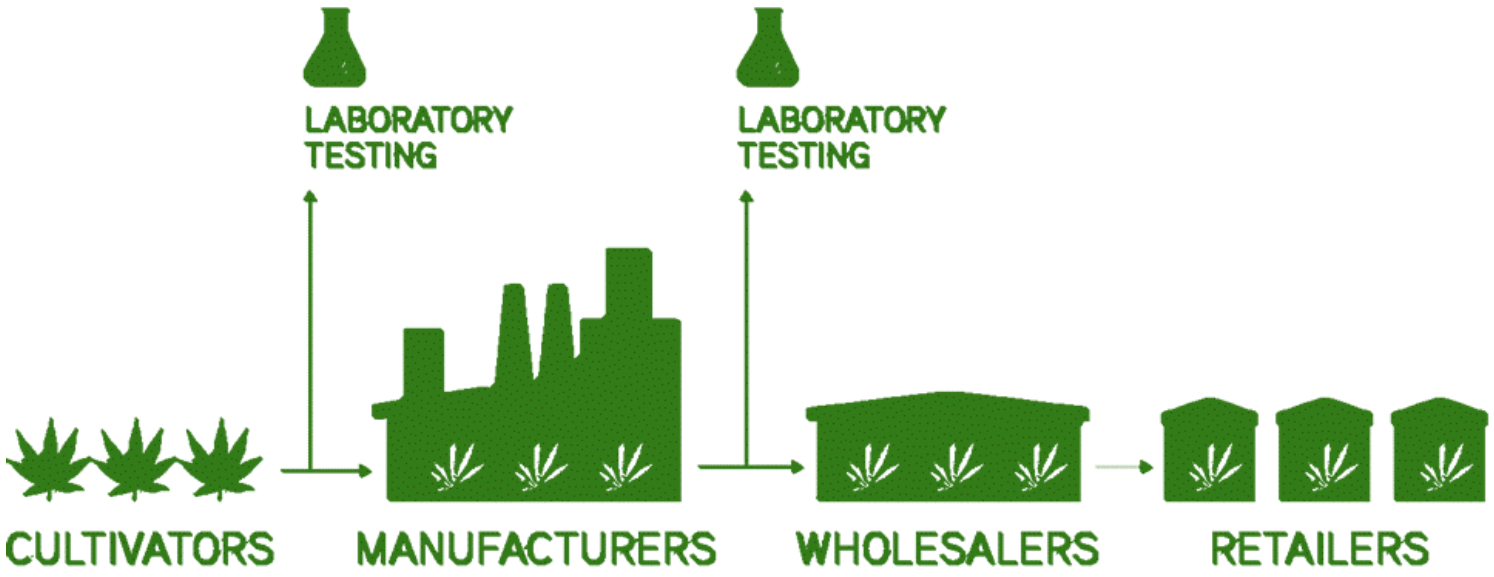
The Location

- Ample parking available for other businesses
- No distinct signage will be used
  "bronze plate, not a billboard"
- Unmarked cars will be used to pick up samples from customers

Radial Measurements from Site Using Google

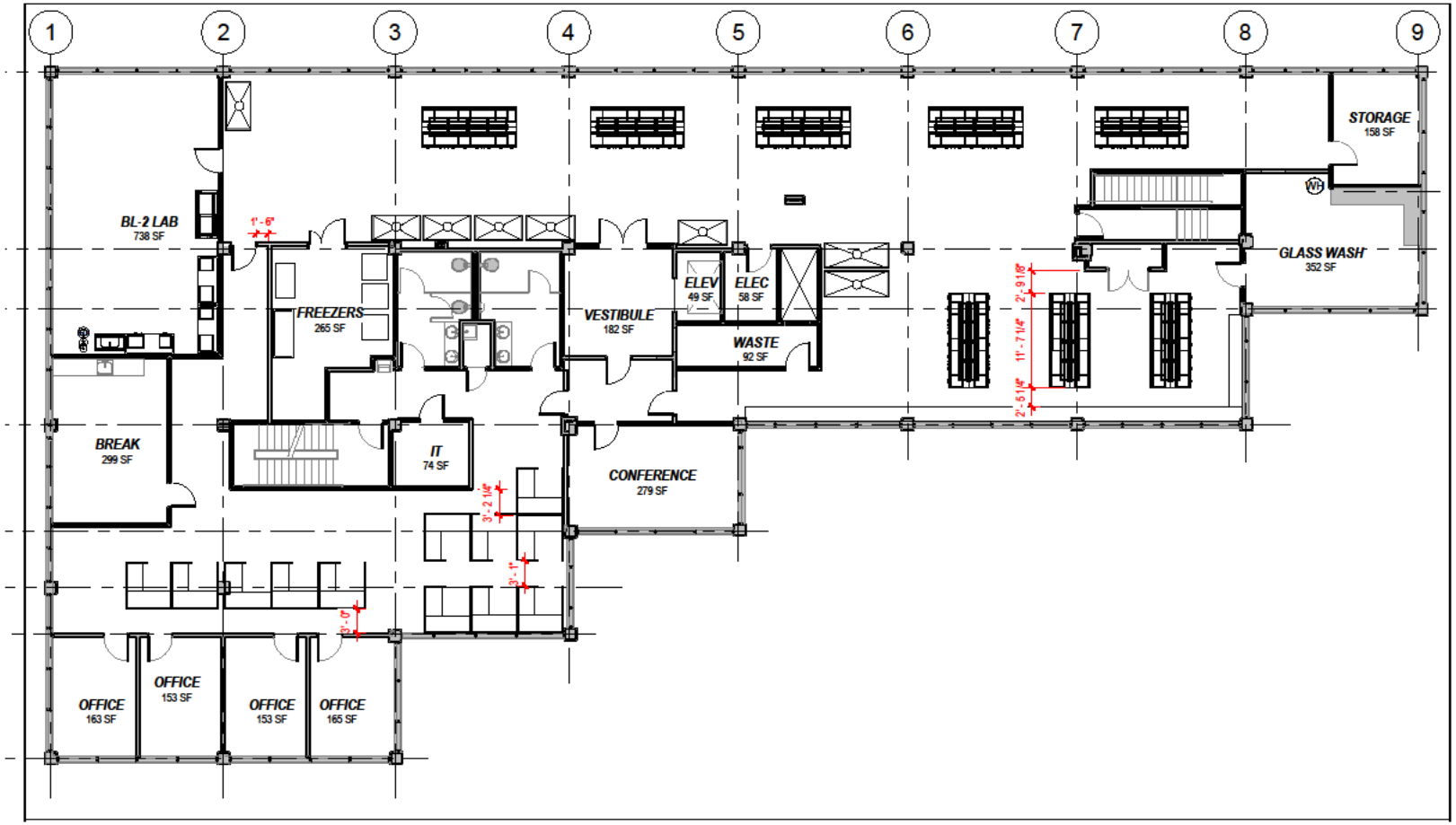


How it Works



- Every 10 lbs. of product produced requires a sample
- This sample is 1-3 grams (0.035-0.1 oz)
- At capacity, lab would have no more than 5-6 times the <u>household</u> limit (10 oz is household limit, or 0.28 kg)

Example Layout



- All samples will be stored in secure freezer room.
- Several layers of security between entrance and samples.

Lab Workflow

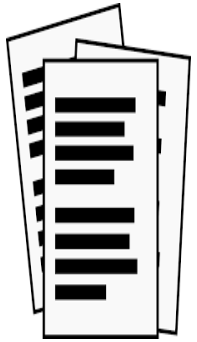
Secured Samples

Preparation

Extraction

Analysis

Waste



Reports

- Samples retrieved following chain of custody under camera
- Preparation and Extraction makes Samples unsuitable for consumption and reduces odor!
- Waste following analysis managed by outside vendor for safe disposal and recycle
- Reports sent to State and customer electronically

Contact Us

ASSURED
TESTING LABORATORY

Web : **assuredtestinglab.com**

Phone : **(781) 632-0595**

Email : **d.pelekoudas@assuredtestinglab.com**

OUR MISSION

Our mission as an independent testing lab is to assure our customers, and by extension, the world of consumers, that all of our tested products are of the highest caliber for quality and safety. We strive to be leaders in our field and maintain a vigilant and cutting edge approach in all of our practices.

Assured Testing Laboratories, LLC

October 4, 2021

To whom it may concern,

This memo is being provided as a notice that Assured Testing Labs LLC (ATL) submitted a Special Permit application to the Town of Tyngsborough.

The Special Permit process required review and approval of the submitted Special Permit application by the City Planner, the Board of Health, the Fire Chief, and the Police Department.

ATL leadership has established that they will remain in contact with all town officials to ensure that it remains compliant with all codes, zoning, and conduct to maintain its Special Permit within the city. ATL pledges that it will remain vigilant in upholding the highest of standards as an independent testing facility through all its practices.

Sincerely,
Dimitrios Pelekoudas PhD
CEO
Assured Testing Laboratories LLC

Positive Impact Plan

Assured Testing Laboratories, LLC being an independent analytic testing facility is focused on ensuring products available to the public are safe. ATL has identified several ways to impart a positive impact on the community in which we operate.

This document contains the ATL Positive Impact Plan as required in the CCC application for attendance to state law (M.G.L Ch. 94G §4) wherein the adoption of procedures and policies to promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to impart a positive impact within those affected communities; as defined in state law 935 CMR 500.101(1)(a). Any actions taken, or programs instituted, by this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Because Tyngsborough is not a state-designated area of disproportionate impact, ATL will extend its positive impact planning to include the neighboring city of Lowell, which is identified as a gateway community disproportionately impacted city. As an active and concerned business, ATL will coordinate proactively with organizations and programs to focus our contribution to create positive impact.

An ATL Positive Impact Coordinator will be assigned to ensure that specific initiatives, partnerships and measurable outcomes of the ATL plan is achieved.

Goal

Provide business assets (time, organization skills, and finances) towards endeavors that will have a positive impact towards the promotion of sustainable, socially, and economically reparative practices for groups that have been disproportionately harmed by marijuana prohibition and enforcement in Massachusetts.

Programs

1. **ATL STEM Scholarship Program**

   The program establishes and maintains a set of merit-based scholarships for graduating high school seniors and undergraduate students in the target community who are interested in pursuing college degrees in a STEM discipline. The scholarships will require that all eligible applicants reside in the targeted Area of Disproportionate Impact. Each scholarship will be a minimum of $1000 USD each. The number of scholarships will be a minimum of two (2) per year, but ATL reserves discretion to increase the number and the amount of each scholarship.

   Expected Positive Impact - Educational encouragement for students growing up in an area identified as being disproportionately impacted by prohibition and enforcement of the past is a bridge to building their skills and abilities. These skills are needed to qualify for work in positions like those created by the ATL business. It is our hope that by enabling the scholarship awardees the funds to defray the cost of education they will return to their towns and city as productive employees for companies like ATL.

   Following details the process that will be followed for establishing the ATL STEM scholarship:

a. ATL will Establish Award Constituency
b. Define the Scholarships Funding Purpose and Source
c. Establish eligibility criteria for the scholarship
d. Create a communication plan to connect with potential applicants
e. Develop an application for the scholarship
f. Define the selection criteria and process
g. Outline an implementation plan and timeline with consideration of the academic calendar, financial aid process, tuition due dates, etc.
h. Develop an awarding process
i. Plan for program evaluation

2. ATL STEM Engagement Youth Program

a. ATL will run an annual STEM Activity Party

- The ATL STEM Activity Party will provide a number of interactive stations with different activities each designed to introduce a science, technology, engineering or mathematics topic. Each of these stations will be attended by our scientists and other staff. Each interactive activity will be structured to engage and excite attendees. Central to the engagement is the interaction of the kids with our team of professional scientists.
- There are a few organizations in Lowell that welcome corporations & other organizations to enhance their programming & facilities. Through the group volunteer opportunities ATL will provide a meaningful, productive team-building experiences while fulfilling a need of each Youth organization. Working with each Club's Volunteer Coordinator, ATL will map out the service days in advance.

Expected Positive Impact - Introducing STEM concepts in a positive way with youth of all ages helps to normalize and encourage engagement in STEM careers.

3. Physiological Effect Cannabis Body of Knowledge

a. ATL will assemble a body of knowledge tracking the most current status of research into the impact that cannabis has on a person.

b. The body of knowledge will be shared with local health organizations in a printed brochure, supported by an online information repository, and presented as information sharing sessions.

c. ATL will offer this body of knowledge to health counseling organizations and health alliances. Working with each recipient organization outreach coordinator, ATL will map out the service days in advance.

Expected Positive Impact – Providing a compilation of reliable scientist reviewed information about the effects of cannabis will aid health care counselors and alliances to enable their clientele with answers to their questions.

Measurement

1. **Scholarships**
    a. Within the first year a scholarship evaluation will be conducted and the program will be adjusted where needed to improve its impact. The scholarship evaluation will be performed annually.
    b. Metrics will be defined and tracked to:
        i. Assess the awareness of the scholarships and proactively ensure that students who are within the communities that have previously been disproportionately harmed by marijuana prohibition and enforcement are encouraged to apply.
            1. Number of scholarship applications received
            2. Number of applications meeting scholarship standard
            3. Number of applications where a direct impact of marijuana prohibition and enforcement is a factor
        ii. Follow recipients as they progress in their studies through an annual survey to evaluate the impact the scholarships have.
            1. Number of scholarship recipients who matriculate in STEM curriculums
            2. Number of scholarship recipients who graduate with a STEM degree
2. **STEM Engagement Youth Program**
    a. A**T**L will record the frequency of events and the number of attendees
3. **Body of Knowledge**
    a. ATL will record the engagement with area health programs.
    b. ATL will record internet traffic on the BOK website.

Timeline

ATL acknowledges that progress / success of this plan must be documented upon renewal of license with the CCC.

Marketing and Advertising

Please refer to the ATL Marketing and Advertising Attestation statement in which ATL attests that it 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.

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0643180864
Notice Date: December 14, 2020
Case ID: 0-000-938-276

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

DIMITRIOS PELEKOUDAS
ASSURED TESTING LABORATORY LLC
93 WARD ST UNIT 204
REVERE MA 02151-1341

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ASSURED TESTING LABORATORY 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, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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- Contact us using e-message
- Sign up for e-billing to save paper
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Edward W. Coyle, Jr., Chief
Collections Bureau

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STATE OF DELAWARE
CERTIFICATE OF MERGER OF A DOMESTIC LIMITED LIABILITY COMPANY INTO A FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is Assured Testing Laboratories LLC, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is Massachusetts.

Third: The name of the Limited Liability Company being merged into the Limited Liability Company is Assured Testing Laboratory LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Limited Liability Company is Assured Testing Laboratories LLC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited Liability Company and the address thereof is 93 Ward St. #204 Revere, MA 02151.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 93 Ward St. #204, Revere, MA 02446.

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:51 AM 08/10/2020
FILED 11:51 AM 08/10/2020
SR 20206657243 - File Number 7699313

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IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by it's authorized person, this 27th day of July, A.D., 2020.

DocuSigned by:

By: Dimitrios Pelekoudas
1D15F7F4F9BF486...
Authorized Person

Name: Dimitrios Pelekoudas
Print or type

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:

Assured Testing Laboratories LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

93 Ward St. #204 Revere, MA 02151

(3) The general character of the business:

Analytical Testing Facility

(4) Latest date of dissolution, if specified: n/a

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
Corporate Creations Network Inc.	225 Cedar Hill Street #200 Marlborough, MA 01752

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
Dimitrios Pelekoudas	93 Ward St. #204 Revere, MA 02151

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

NAME ADDRESS

n/a

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME ADDRESS

n/a

(9) Additional matters:

n/a

Signed by *(by at least one authorized signatory)*: Jenisa Irizarry, Authorized Person

---

Consent of resident agent:

I Corporate Creations Network Inc.,

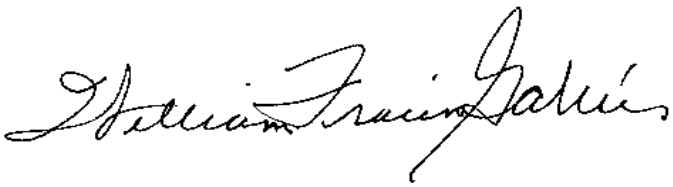
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

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:

August 07, 2020 11:37 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

December 14, 2020

TO WHOM IT MAY CONCERN:

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

ASSURED TESTING LABORATORIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 7, 2020.**

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: **DIMITRIOS PELEKOUDAS**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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

Processed By:sam

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
ASSURED TESTING LABORATORIES LLC
Dated: as of January 29, 2021

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THE LIMITED LIABILITY COMPANY UNITS REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH UNITS IS RESTRICTED. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH UNITS BY THE ISSUER FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH UNITS SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE

SATISFACTION OF COUNSEL TO THE LIMITED LIABILITY COMPANY.

AMENDED AND RESTATED OPERATING AGREEMENT
OF
ASSURED TESTING LABORATORIES LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT of Assured Testing Laboratories LLC, a Massachusetts limited liability company (the "**Company**"), is entered into and effective January 29 2021, by and among the Company, Dimitrios Pelekoudas, as the Manager of the Company, and the Persons executing this Agreement as a Member of the Company
(each a "**Member**") as of the date hereof and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement. The Company and the Members may be referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Company was formed pursuant to that certain Limited Liability Company Certificate of Organization (the "**Certificate of Organization**") filed with the Secretary of the Commonwealth of Massachusetts on August 7, 2020 (the "**Formation Date**");

WHEREAS, that certain Sole Member Operating Agreement of the Company (the "**Original Operating Agreement**") was adopted on July 27, 2020;

WHEREAS, the Company merged with Assured Testing Laboratory LLC, a Delaware limited liability company (the "**DE ATL**") as of August 24, 2020 pursuant to that certain Plan and Agreement of Merger between the Company and DE ATL (the "**Merger Agreement**");

WHEREAS, the Company amended the Original Operating Agreement and adopted that certain Amended and Restated Operating Agreement of DE ATL dated January 23, 2020 as the Company's operating agreement (the "**Amended Operating Agreement**") pursuant to the Merger Agreement;

WHEREAS, the parties wish to amend and restate the Amended Operating Agreement to set forth the terms and conditions governing the operation and management of the Company and the other matters set out herein; and

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WHEREAS, the Amended Operating Agreement is hereby amended and restated in its entirety pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
THE COMPANY

Section 1.1 Formation. The Company was formed as a limited liability company under and pursuant to the provisions of the Act on August 7, 2020 by the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts, as required by the Act. Simultaneously with the execution of this Agreement, each of the Members shall be admitted as members of the Company, if they were not admitted already. The rights and liabilities of the Members shall be as provided under the Act, the Certificate of Organization, and this Agreement, and shall relate back to the date of formation for all intents and purposes. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Section 1.2 Name. The name of the Company shall be "Assured Testing Laboratories LLC" and all business of the Company shall be conducted in such name or other fictitious name as determined by the Manager and filed with the Secretary of the Commonwealth of Massachusetts or any other jurisdiction in which the Company registers to conduct the Business.

Section 1.3 Purpose; Powers.

(a) The purposes of the Company are: (i) to operate the Business, as defined in Exhibit A of this Agreement; (ii) to make such additional investments and engage in such additional activities as the Members approve; and (iii) to engage in any and all activities related or incidental to the purposes set forth in clauses (i) and (ii).

(b) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental, or convenient to or in furtherance of the purposes of the Company set forth in this Section 1.3 and has, without limitation, any and all powers that may be exercised on behalf of the Company by the Manager pursuant to Article V.

Section 1.4 Principal Place of Business. The principal place of business of the Company shall be at 93 Ward St. # 204 Revere, MA 02151. The Manager may change the principal place of business of the Company to any other place within or outside the Commonwealth of Massachusetts. The registered agent of the Company in the Commonwealth of Massachusetts

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initially is Corporate Creations Network, Inc., 225 Cedar Hill St. #200 Marlborough, MA 01752, or any successor as appointed by the Manager in accordance with the Act.

Section 1.5 Term. The term of the Company shall commence on the date the Certificate of Organization was filed with the Secretary of the Commonwealth of Massachusetts in accordance with the Act, which is August 7, 2020, and shall continue until the winding up and liquidation of the Company and its Business is completed following a Dissolution Event, as provided in Article XII.

Section 1.6 Filings; Agent for Service of Process.

(a) The Manager shall take any and all actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the Commonwealth of Massachusetts, including the preparation and filing of such amendments to the Certificate of Organization and such other assumed name certificates, documents, instruments, and publications as may be required by law, including, without limitation, action to reflect: (i) a change in the Company name; (ii) a correction of false or erroneous statements in the Certificate of Organization or the desire of the Manager or the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members; or (iii) a change in the time for dissolution of the Company as stated in the Certificate of Organization and in this Agreement.

(b) The Manager shall execute and cause to be filed original or amended certificates or articles and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Article XII, the Manager shall promptly execute and cause to be filed a certificate of cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deem such filing necessary or advisable.

Section 1.7 Title to Property; Payments of Individual Obligations. All Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in its name. Each Member's interest in the Company shall be personal property for all purposes. At all times after the Formation Date, the Company shall hold title to all of its Property in the name of the Company and not in the name of any Member. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred for, or in payment of, any obligation of any Member or any Affiliate of a Member.

Section 1.8 Independent Activities; Transactions with Affiliates.

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(a) The Manager shall be required to devote only such time to the affairs of the Company as may be necessary to manage and operate the Company, to the extent provided in this Agreement.

(b) Insofar as permitted by applicable law, neither this Agreement nor any activity undertaken pursuant to this Agreement shall prevent a Manager, a Member, or any Affiliate of a Manager or a Member from engaging in any activities they choose which do not compete, directly or indirectly, with the Company and any such activities may be undertaken without having or

incurring any obligation to offer any interest in such activities to the Company or any Member or Manager, or require a Manager or any Member to permit the Company, Manager, any other Member, or a Member's Affiliate to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member and Manager, each Member and Manager hereby waives, relinquishes, and renounces any such right or claim of participation.

Section 1.9 Definitions. See the defined terms set forth on Exhibit A.

ARTICLE II
MEMBERS' CAPITAL CONTRIBUTIONS; LOANS

Section 2.1 Initial Capital Contributions. The name, address, Capital Contribution, Units, and Percentage Interest of each of the Members is as set forth on Exhibit B. Fractional interests shall be permitted. It is hereby agreed and acknowledged by and between the Members, that Dimitrios Pelekoudas is making significant non-capital contributions to the Company by providing his time, expertise, knowledge and experience to the Company at the time of its founding, prior to the Company being capitalized.

Section 2.2 Additional Capital Contributions. The Members may make Additional Capital Contributions to the Company, as agreed by all of the Members, Additional Capital Contributions shall affect the Members' relative Percentage Interests.

Section 2.3 Loans. The Members may, but shall not be required to, loan money to the Company. Unless otherwise agreed by all of the Members, any loans made by a Member to the Company (each, a "**Member Loan**") shall bear interest from the date of such loan at the Prime Rate in effect on the date of the loan. All accrued interest and principal outstanding on any Member Loan shall be repaid in its entirety prior to making any distribution of Net Cash Flow to the Members pursuant to Article IV or Article XII.

Section 2.4 No Certificates. Units shall not be represented by a certificate or certificates. No Unit shall constitute a "security" within the meaning of (a) Article 8 of the Uniform Commercial Code (including Section 678.1021(1)(o) thereof) as in effect from time to time in the the Commonwealth of Massachusetts and (b) the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

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ARTICLE III
[RESERVED]

ARTICLE IV
DISTRIBUTIONS

Section 4.1 Net Cash Flow. Except as otherwise provided in this Article IV or in Article

XII, Net Cash Flow, if any, may be distributed to the Members at such time and in such amounts as shall be determined by the Manager, to the Members in accordance with their Percentage Interests.

Section 4.2 Distributions to Pay Taxes. Subject to Section 4.3, the Company shall distribute at least enough cash as may be required to fund the tax burden of the Members associated with ownership of the Units.

Section 4.3 Limitations on Distributions.

(a) The Company shall make no distributions to the Members except (i) as provided in this Article IV and Article XII, or (ii) as agreed to by the Members.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liability to Members on account of their Capital Contributions, would render the Company insolvent or otherwise in violation of the Act.

ARTICLE V
MANAGEMENT

Section 5.1 Manager.

(a) Except as otherwise provided in this Agreement, all powers to control and manage the Business and affairs of the Company and its Affiliates shall be exclusively vested in the Manager. The Manager, on behalf of the Company, may exercise all powers of the Company and do all such lawful acts and in so doing shall have the right and authority to take all actions deemed necessary, useful, or appropriate for the management and conduct of the Business. The Manager shall also have the power to designate officers of the Company. Such officers shall have the right and authority to take all actions that the manager and/or officers deem necessary, useful, or appropriate for the management and conduct of the business. The initial Manager shall be Dimitrios Pelekoudas. At the time his removal or resignation, Dimitrios Pelekoudas shall be entitled to appoint his successor. Following the resignation or removal of any successor Manager, each Member shall have the opportunity to nominate 1 (ONE) candidate to be Manager, so long as the Member makes said nomination within 5 (FIVE) calendar days from when the Member is put on notice via email that the

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then current Manager has been removed or resigned as Manager (the "**Notice of Resignation**") The Company shall notify the Members of the resignation within 5 (FIVE) calendar days from receiving the Notice of Resignation. The Members shall select, by majority vote of the Members (who shall vote based on number of Units owned, and not number of Members) a new Manager from those properly nominated pursuant to this

Section 5.1(a). Any Units that have been issued but not delivered or designated to a particular Member shall not vote. Unvested Units shall not vote. The new Manager shall not be deemed appointed until they accept the position in writing or sign an employment agreement with the Company, whichever comes first.

(b) The vacancy created by the removal or resignation of any Manager shall be filled in the same manner and by the Person or Persons as such Manager was appointed, consistent with Section 5.1(a). Until such time as a replacement Manager is appointed for an initial Manager or any successor Manager, such position shall remain vacant until such Person or Persons exercises its right to appoint a replacement in accordance with Section 5.1(a).

(c) Each Manager appointed shall serve effective upon the Company's receipt of notice appointing such Manager (or at such later time or upon the happening of such event as is specified in such notice) from the Person or Persons entitled to appoint such Manager (except that the Manager identified in Section 5.1(a) shall serve from the date of this Agreement) and until a successor is appointed in accordance with the terms hereof or his or her earlier resignation, death, or removal. Each Manager may be removed. A Manager may be removed for Cause upon notice from the Person or Persons who has not appointed such Manager whereupon the Person who has a right to appoint such Manager shall fill the vacancy of such removed Manager. A Manager may resign at any time by delivering written notice to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(d) Each Manager shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Person who so performs its duties shall not have any liability to the Company or the Members by reason of being or having been a Manager of the Company, absent Cause.

Section 5.2 Duties and Obligations of the Manager.

(a) The Manager shall cause the Company to conduct its Business and operations separate and apart from that of any Member or any Affiliate of the Manager or the Members, including, without limitation, (i) segregating

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Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, the Manager, any Member or any of their respective Affiliates, (ii) maintaining books and financial records of the Company separate from

the books and financial records of the Manager, any Member or any of their respective Affiliates, and observing all Company procedures and formalities, (iii) causing the Company to pay its liabilities from assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions that may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the Commonwealth of Massachusetts and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the Business in which it is engaged and (ii) for the accomplishment of the Company's purposes.

Section 5.3 Reimbursements. The Company shall reimburse the Manager and the Members for all expenses incurred and paid by them in the organization of the Company. Such reimbursement shall be treated as expenses of the Company and shall not be deemed to constitute distributions to any Member of Profit, Loss, or capital of the Company.

Section 5.4 Compensation. Except as otherwise provided in this Agreement or determined by a Majority of the Members, voting on the basis of Units owned, and not number of Members, the Manager shall be entitled to compensation for services rendered as Manager.

Section 5.5 Indemnification. The Company shall indemnify all Members, Manager, officers, employees, agents and others to the maximum extent a business corporation may indemnify directors, officers, employees, agents and others provided for under Massachusetts law. This indemnity shall include a right to advancement of fees and costs.

ARTICLE VI
MEMBERS

Section 6.1 Withdrawal/Resignation. Except as otherwise provided in Articles IV and XII, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without unanimous consent of the Members. Under circumstances requiring a return of any Capital Contributions, no Member has the right to receive Property other than cash except as may be specifically provided in this Agreement.

Section 6.2 Member Compensation.

(a) Generally. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

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(b) Services Performed by Members or Affiliates. The Company shall pay the Members or Affiliates of the Members for services rendered or goods provided to the Company to the extent that the Members are not required to

render such services or goods themselves without charge to the Company, and to the extent that the fees paid to such Members or Affiliates do not exceed the fees that would be payable to an independent responsible third party that is willing to perform such services or provide such goods.

Section 6.3 Member Liability. No Member shall be liable under a judgment, decree, or order of a court, or in any other manner for the Debts or any other obligations or liabilities of the Company. A Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made, to make any additional contributions, assessments, or payments to the Company, provided that a Member may be required to repay distributions made to it as provided in the Act.

Section 6.4 Partition. While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Property partitioned, or to file a complaint or to institute any suit, action, or proceeding at law or in equity to have any Property partitioned, and each Member, on behalf of himself, its successors, and its assigns hereby waives any such right.

Section 6.5 Confidentiality. Except as contemplated hereby or required by a court of competent authority, without the prior written consent of the Members, each Manager and Member shall keep confidential and shall not disclose to others, and shall use its reasonable efforts to prevent its present or former employees, agents, and representatives from disclosing to others, any information that (i) pertains to this Agreement, any negotiations pertaining thereto, any of the transactions contemplated hereby, or the Business of the Company, or (ii) pertains to confidential or proprietary information of any Member or the Company or that has been labeled in writing as confidential or proprietary. No Manager or Member shall use, and each Manager and Member shall use its best efforts to prevent any such Manager or Member from using, any information that (i) pertains to this Agreement, any negotiations pertaining hereto, any of the transactions contemplated hereby, or the Business of the Company, or (ii) pertains to the confidential or proprietary information of any Member or the Company or that has been labeled in writing as confidential or proprietary, except in connection with the transactions contemplated hereby. The term "confidential information" is used in this Section 6.5 to describe information that is confidential, non-public, or proprietary in nature, was provided to such Manager or Member or its representatives by the Company, any Manager, any Member, or such Persons' agents, representatives, and employees, and relates either directly or indirectly to the Company or the Business. Information that (i) is available, or becomes available, to the public through no fault or action by such Manager or Member, its agents, representatives, or employees or (ii) becomes available on a non-confidential basis from any source other than the Company, any Manager, any Member, or such Persons' agents, representatives, or employees and such source is not prohibited from disclosing such information, shall not be deemed confidential information.

Section 6.6 Transactions Between a Member and the Company. Except as otherwise provided by applicable law and this Agreement, a Manager or any Member, acting on its own behalf, or any Affiliate of a Manager or any Member, with the permission of the other Member

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may, but shall not be obligated to, lend money to the Company, act as surety for the Company,

and transact other business with the Company including the purchase or sale of Property, and has the same rights and obligations when transacting business with the Company as a Person that is not a Member. A Member, any Affiliate thereof, or an employee, stockholder, agent, director, member, partner, or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the Business of the Company or otherwise affect the limited liability of the Member.

Section 6.7 Other Instruments. Each Member hereby agrees to execute and deliver to the Company within five (5) calendar days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney, and other instruments and to take such other action as the Manager deem necessary, useful, or appropriate to comply with any laws, rules, or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

Section 6.8 Required Member Consents for Major Decisions. Notwithstanding any other provision of this Agreement, no action may be taken by the Company (whether by the Manager or otherwise) in connection with any of the following matters (each a "**Major Decision**") without a majority vote in the affirmative by the Members, who shall vote on the basis of Units owned, and not by number of Members:

(a) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or on behalf of, or against, the Company, and to engage counsel or others in connection therewith;

(b) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, other limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, government district, or municipality or of any instrumentality of any of them;

(c) Possess Property, or assign rights in specific Property, for other than a Company purpose;

(d) Knowingly perform any act that would subject any Member to liability in any jurisdiction;

(e) Cause the Company to voluntarily take any action with respect to the Company described the definition of Bankruptcy in Exhibit A;

(f) Cause the Company to acquire any equity or debt securities of the Members, Manager or any of their Affiliates, or otherwise make loans to the Members,
Manager or any of their Affiliates;

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(g) Cause or permit the Company to change its Fiscal Year;

(h) The acquisition from any Person of any corporation, limited liability company, partnership, association, business or business division, whether by stock purchase, asset purchase, contribution, merger or other business combination or otherwise cause or permit the Company to legally merge or consolidate with or be a party to a transfer of assets or reorganization with any other Person;

(i) Make any loan of Company funds to any Person outside the ordinary course of business;

(j) Enter into, modify, amend, extend or terminate any agreement or contract which delegates the management of any significant part of the Business of the Company to any Person not employed by the Company;

(k) Enter into agreements to make repairs, replacements or improvements to the Real Property costing individually or in the aggregate $1,000,000 or more.

(l) Any activity that is not consistent with the purposes of the Company as set forth in Section 1.3;

(m) Do any act in contravention of this Agreement or which would make it impossible or unreasonably burdensome to carry on the Business;

(n) Confession of a judgment against the Company;

(o) Make any material tax elections;

(p) A material change in the nature of the Business;

(q) Any sale of assets of the Company outside the ordinary course of business, involving total consideration in excess of $1,000,000;

(r) Any capital expenditures in excess of $1,000,000;

(s) Any transaction between the Company and any Member, and Manager or any of their Affiliates;

(t) Any material acquisition by the Company involving total consideration in excess of $1,000,000;

(u) Admit a new Member to the Company;

(v) Determine compensation of the Manager or any individuals related by blood to a Member or Manager;

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(w) Any transaction or transactions by the Company involving the incurrence of any indebtedness for borrowed money in excess of $1,000,000 on a cumulative basis;

(x) Change the accounting firm of the Company;

(y) Any transaction to liquidate or dissolve the Company;

(z) Any transaction by the Company to merge or consolidate with another Company, or to sell substantially all of the assets of the Company;

(aa) Any issuance of additional Units by the Company;

(bb) Any transaction that seeks to sell, transfer, lease, mortgage, or in any way encumber the real property owned, leased, or otherwise controlled by the Company; or

(cc) Enter into any amendment, modification, revision, supplement, or rescission with respect to any of the foregoing.

Notwithstanding the above, the Manager shall have the right and authority to take such actions as they, in their reasonable judgment, deem necessary for the protection of life or health or the preservation of Company assets if, under the circumstances, in the good faith estimation of the Manager, there is insufficient time to allow the Manager to obtain the approval of the Members to such action and any delay would materially increase the risk to life or health or preservation of Company assets. The Manager shall notify the Members of each such action contemporaneously therewith or as soon as reasonably practicable thereafter. Such authority shall lapse and terminate upon reduction of such risk to life or health or preservation of assets or upon receipt by the Manager of telephone, facsimiled, electronically communicated, or written notice from any Member of its disapproval of any or all of the proposed actions.

Section 6.9 Action without a Meeting. Any matter that is to be voted on, consented to or approved by the Members or the Manager may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members or a Manager.

ARTICLE VII
[RESERVED]

ARTICLE VIII
ACCOUNTING, BOOKS AND RECORDS

Section 8.1 Accounting, Books and Records.

(a) The books of account of the Company and the other records required to be

maintained under the Act shall be kept and maintained at all times at the

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Company's principal place of business or at such other place as the Manager shall determine.

(b) The Company shall use the accrual method of accounting in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly. Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of such books or records and shall also have reasonable access during normal business hours to such additional financial information, documents, books and records. The rights granted to a Member pursuant to this Section 8.1 are expressly subject to compliance by such Member with the safety, security, and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

Section 8.2 Reports. The Manager shall be responsible for causing the preparation of financial reports of the Company and its Affiliates, including annual audited financial statements, and the coordination of financial matters of the Company and its Affiliates with the Company's accountants. The Manager shall provide such reports to any Member within a reasonable time upon request by such Member.

Section 8.3 Tax Matters.

(a) Tax Elections. The Manager shall make any and all elections for federal, state, local, and foreign tax purposes including, without limitation, any election, if permitted by applicable law: (i) to adjust the basis of Property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state, local, or foreign law, in connection with Transfers of Units and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns; and (iii) to the extent provided in Code Sections 6221 through 6231 and similar provisions of federal, state, local, or foreign law, to represent the Company before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

(b) Tax Information. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than April 1st of each calendar year.

(c) Partnership Representative. The Members hereby appoint Dimitrios

Pelekoudas as the partnership representative (the "**Partnership Representative**") as provided in Code Section 6223(a), as amended by the Bipartisan Budget Act of 2015 ("**BBA**"). The Partnership Representative

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may resign at any time if there is another Person to act as the Partnership Representative. The Partnership Representative can be removed at any time by a vote of a majority of the other Members, and shall resign if it is no longer affiliated with a Member. In the event of the resignation or removal of the Partnership Representative, a majority of the other Members shall select a replacement Partnership Representative. If the resignation or removal of the Partnership Representative occurs prior to the effectiveness of the resignation or removal under applicable Regulations or other administrative guidance, the resignation or removal shall be effective upon the earliest date provided for in such Regulations or administrative guidance.

(d) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will consent, settle, or contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(e) BBA Elections. To the extent permitted by applicable law and regulations, the Company will annually elect out of the partnership audit procedures enacted under Section 1101 of the BBA (the "**BBA Procedures**") for tax years beginning on or after January 1, 2018 pursuant to the Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, within 45 days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(f) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member

(including penalties, additions to tax, or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226 as amended by the BBA) shall be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 8.4(e) below.

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(g) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to the taxes, interest, or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provision of this Section 8.4(e) and the obligations of a Member pursuant to Section 8.4(f) shall survive the termination, dissolution, liquidation, and winding up of the Company and the dissociation or withdrawal of such Member from the Company or the Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 8.4(g), including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

ARTICLE IX
AMENDMENTS

Amendments to this Agreement may be proposed by any Member by delivery of such proposal to the other Members. A proposed amendment shall be adopted and be effective as an amendment to this Agreement if it receives the affirmative vote of all of the Members. Notwithstanding the foregoing, if the proposed Amendment is to the Capitalization Table in Exhibit B, for the purposes of admitting a new Member, then such decision shall be subject to a Majority Vote (by number of Units, not by number of Members) pursuant to Section 6.8(u) of this Agreement.

ARTICLE X
TRANSFERS

Section 10.1 Restrictions on Transfers. Except as otherwise permitted by this Agreement, no Member shall Transfer all or any portion of its Units without the consent of the other Member.

Section 10.2 Permitted Transfers. Notwithstanding Section 10.1 and subject to the conditions and restrictions set forth in Article X, a Member may at any time also Transfer all or any portion of its Units to: (a) any direct or indirect Affiliate; (b) any other Member; (c) the Company; (d) any person in Member's Immediate Family; and (e) a trust established for the benefit of such Member or any person in Member's Immediate Family for estate planning purposes; provided that such transferee agrees to be bound by the terms of this Agreement. Any Transfer described in (a) through (e) above shall be referred to in this Agreement as a "**Permitted Transfer**."

Section 10.3 Prohibited Transfers. Any purported Transfer of Units that is not a

Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer (or if the other Member, in its sole discretion, elects to recognize a Transfer that is not a Permitted Transfer), the Units Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company)

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to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Units may have to the Company.

In the case of a Transfer or attempted Transfer of Units that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Member from all cost, liability, and damage that any of such indemnified Member may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

Section 10.4 Rights of Unadmitted Assignees. A Person who acquires Units as a result of a purported Transfer of the Units that is not a Permitted Transfer shall be entitled only to allocations and distributions with respect to such Units in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

Section 10.5 Involuntary Transfers.

(a) Redemption. In the event any Unit held by a Member is the subject of an Involuntary Transfer (the "**Affected Units**"), the Affected Units shall be liquidated pursuant to the provisions of this Section 10.5, and the Member holding the Affected Units (the "**Affected Member**") shall notify the Company in writing within three (3) calendar days of the Units becoming Affected Units. The Affected Member shall be deemed to have made, immediately prior to such Involuntary Transfer, an offer to tender the Affected Units to the Company for liquidation as described below in this Section 10.5. The Company shall not be obligated to redeem all of the Units under this Section 10.5. All decisions of the Company for purposes of this Section 10.5 shall be made by the non-Affected Members, pursuant to a majority vote among the non-Affected Members, who shall vote based on number of Units owned and not by number of Members.

(b) Liquidation of Affected Units. Within thirty (30) calendar days after the Company has received actual notice of the Affected Member's offer to tender the Affected Units to the Company for liquidation, the Company shall have the option to liquidate all remaining Affected Units from the Transferor. The closing of the liquidation of Affected Units shall be held at the principal office of the Company in the Commonwealth of

Massachusetts. The closing of the liquidation shall occur not more than ninety (90) calendar days after the expiration of the time within which the Company was required to exercise the option to liquidate, unless the Affected Member and the Company mutually agree upon another closing date.

(c) Liquidation/Purchase Price and Payment. If the Company elects to liquidate the Affected Units, the price for each Affected Unit shall be the fair market

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value for the Affected Units as determined by an accounting firm selected by the Company. The liquidation price for the Units shall be paid in installments as follows: twenty five percent (25%) of the liquidation price shall be paid on the closing date, together with interest from the date of the Involuntary Transfer, through the closing date at the Prime Rate in effect on the date of the Involuntary Transfer. The remainder of the liquidation price shall be paid in equal annual installments on the next five (5) consecutive anniversaries of the closing date. The unpaid portion of the liquidation price shall bear interest, compounded monthly from the closing date at the Prime Rate in effect on the closing date, adjusted thereafter on the anniversary date of the closing each year and all such interest accrued through the date of each installment of the liquidation price is due shall be paid simultaneously with each installment. Nothing in this Section shall prevent prepayment of the unpaid portion of the liquidation price nor shall there be any penalty for prepayment. On the closing date, the Company and the Affected Member shall execute such documents and instruments of conveyance as may be necessary or appropriate (as determined by legal counsel for the Company) to confirm the liquidation of the Affected Units, the withdrawal of the Affected Member as a Member of the Company as of the date of the closing, if applicable, and the assumption by the Company of all liabilities, if any, with respect to the Unit being Transferred.

ARTICLE XI
ADVERSE ACT

Section 11.1 Remedies. If an Adverse Act has occurred or is continuing with respect to a Member, the non-Adverse Member may elect:

(i) To cause the Company to commence the procedures specified in Section 11.2 for the purchase of the Adverse Member's Units; or

(ii) To seek to enjoin such Adverse Act or to obtain specific performance of the Adverse Member's obligations or Damages (as defined and subject to the limitations specified below) in respect of such Adverse Act.

The foregoing remedies shall not be deemed to be mutually exclusive, and, subject to the requirements of this Section 11.1 regarding the timing of the election of such remedies, selection or resort to any thereof shall not preclude selection or resort to the others.

Notwithstanding anything to the contrary contained in this Article XI, the remedy specified in clause (i) above and the right to seek Damages under clause (ii) above may not be pursued and Section 11.2 will not apply to an Adverse Act specified in clause (ii) of the term "**Adverse Act**" in Exhibit A until such time as there is a Final Determination that the Member's actions or failure to act constituted an Adverse Act, if such Member timely delivered a Contest Notice.

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The election of a remedy specified in clause (i) or (ii) above may be exercised by notice given to the Adverse Member (A) in case of an Adverse Act specified in clause (i) of the definition of the term "Adverse Act" in Exhibit A, within ninety (90) calendar days after the occurrence of such Adverse Act, or (B) in the case of any other Adverse Act with respect to which such remedy is available, within ninety (90) calendar days after the Member making such election obtains actual knowledge of the occurrence of such Adverse Act, including, if applicable, that any cure period has expired; provided that, if an election pursuant to Section 11.1(ii) is made to seek an injunction, specific performance, or other equitable relief, and a final judgment in such action is rendered denying such equitable remedy and no election was made pursuant to Section 11.1(i), then, by notice given within ten (10) calendar days after such final judgment is rendered, the non-Adverse Member may elect to pursue the remedy specified in Section 11.1(i) unless (x) prior to the giving of such notice, the Adverse Member has cured in full (or caused to be cured in full) the Adverse Act in question and no other Adverse Act with respect to such Adverse Member has occurred and is continuing, or (y) the final judgment denying equitable relief specifically held that there was no Adverse Act.

Except as provided in Section 11.2, the failure to elect a remedy with respect to the subject Adverse Act within the time periods provided in the preceding paragraph shall be conclusively presumed to be a waiver of the remedies provided in this Article XI with respect to the subject Adverse Act.

Unless resort to such remedy has been waived as set forth in the immediately preceding paragraph, the Company shall be entitled to recover from the Adverse Member in an appropriate proceeding any and all damages, losses, and expenses (including reasonable attorneys' fees and disbursements) (collectively, "**Damages**") suffered or incurred by the Company as a result of such Adverse Act; provided that the Company shall not have or assert any claim against the Adverse Member for punitive Damages or for indirect, special, or consequential Damages suffered or incurred by the Company as a result of an Adverse Act.

The resort to any remedy pursuant to this Section 11.1 shall not for any purpose be deemed to be a waiver of any remedy not described in this Section 11.1 and otherwise available hereunder or under applicable law.

If the Company is dissolved pursuant to Section 12.1(a) at any time as a result of a

Dissolution Event that occurs prior to a remedy having been elected pursuant to Section 11.1 with respect to any Adverse Member, the time periods for such election shall thereupon expire and the Manager shall deduct from any amounts to be paid to such Adverse Member pursuant to Section 11.2 that amount which it reasonably estimates to be sufficient to compensate the non-Adverse Member for Damages incurred by it as a result of the Adverse Act (subject to the limitations of Section 11.1) and shall pay the same to the non-Adverse Member on behalf of the Adverse Member.

Section 11.2 Adverse Act Purchase.

(a) Determination of Net Equity of Adverse Member's Units. If a Member makes an election pursuant to Section 11.1(i) to commence the purchase procedures set forth in this Section 11.2, the Net Equity of the Adverse

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Member's Units shall be determined in accordance with this Article XI as of the last day of the calendar quarter immediately preceding the calendar quarter in which notice of such election (the "**Election Notice**") was given to the Adverse Member, and the Adverse Member shall be obligated to offer for redemption by the Company all but not less than all of the Adverse Member's Units in accordance with this Section 11.2 at a purchase price (the "**Buy-Sell Price**") equal to one hundred percent (100%) of the Net Equity thereof as determined and set forth in the Net Equity Notice (as defined in Section 11.3 below) minus the total amount of Damages as determined in accordance with Section 11.6.

(b) Election to Redeem Units of Adverse Member. For a period ending at 11:59 p.m. (local time at the Company's principal office) on the thirtieth (30th) calendar day following the day on which notice of the Adverse Member's Net Equity is given pursuant to Section 11.3 (the "**Election Period**"), any non-Adverse Member may elect, by notice to the Adverse Member (the "**Purchase Notice**"), to have the Company redeem, or designate a third party to purchase, all of the Units of the Adverse Member (the "**Purchase Commitment**"). In the event the Company issues a Purchase Notice to the Adverse Member within the Election Period, the Company shall be obligated to redeem, and the Adverse Member shall be obligated to sell to the Company, all of the Adverse Member's Units.

(c) Terms of Redemption; Closing. Unless the non-Adverse Member and the Adverse Member otherwise agree, the closing of the redemption of the Adverse Member's Units shall occur at the principal office of the Company at 10:00 a.m. (local time at the place of the closing) on the first Business Day occurring on or after the thirtieth (30th) day following the last day of the Election Period (subject to Section 11.5). At the closing, the Company shall pay to the Adverse Member the redemption price as follows: twenty percent (20%) in cash at closing and the balance by a promissory note executed by the Company payable to the Adverse Member. The promissory

note shall provide for the payment of the principal, together with interest thereon at the Prime Rate on the date of the note, in five (5) equal annual installments of principal and interest on the anniversary date of the closing in exchange for the Adverse Member's Units and the Adverse Member shall deliver to the Company good title, free and clear of any liens (other than those created by this Agreement) to the Adverse Member's Units thus purchased. At the closing, the Members shall execute such documents and instruments of conveyance as may be necessary or appropriate to effectuate the transactions contemplated hereby, including the Transfer of the Adverse Member's Units to the Company and the assumption by the Company of the Adverse Member's obligations with respect to the Adverse Member's Units Transferred to the Company. The Company and each Member shall bear its own costs of such Transfer and closing, including lawyers' fees and filing fees. The cost of determining Net Equity shall be borne one-half by the Adverse Member and one-half by the Company. As security for the

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payment of the promissory note, the Company shall grant a security interest in the Adverse Member's Units so purchased in favor of the Adverse Member and shall deliver such other instruments evidencing and perfecting the security interest of the Adverse Member as counsel for the Adverse Member may reasonably require.

Section 11.3 **Net Equity.** The "**Net Equity**" of a Member's Units, as of any day, shall be the amount that would be distributed to such Member in liquidation of the Company pursuant to Section 12.2 if (i) the Company's business were sold substantially as an entirety for Gross Appraised Value, (ii) the Company paid, or established reserves pursuant to Section 12.2 for the payment of, all Company liabilities, and (iii) the Company distributed the remaining proceeds to the Members in liquidation, all as of such day. The Net Equity of a Member's Units shall be determined from the books and records of the Company by the Company's accountants. The Net Equity of a Member's Units shall be determined within thirty (30) calendar days of the day upon which the accountants are apprised in writing of the Gross Appraised Value of the Company's Property, and the amount of such Net Equity shall be disclosed to the Company and each of the Members by written notice ("**Net Equity Notice**"). The Net Equity determination of the accountants shall be final and binding in the absence of a showing of manifest error.

Section 11.4 **Gross Appraised Value**. "**Gross Appraised Value**," as of any day, shall be equal to the fair market value of Company Property as of such day. As used in this Section, as of any day, "fair market value" of the Property means the price at which a willing seller would sell, and a willing buyer would buy, the Property, free and clear of all liens in an arm's length transaction for cash, without time constraints and without being under any compulsion to buy or sell.

Section 11.5 **Extension of Time.** If any Transfer of a Member's Units in accordance with this Article XI or Article X requires the consent, approval, waiver, or authorization of any governmental authority as a condition to the lawful and valid Transfer of such Member's Units to the proposed transferee thereof, then each of the time periods provided in this Article XI or

Article
X, as applicable, for the closing of such Transfer shall be suspended for the period of time during which any such consent, approval, waiver, or authorization is being diligently pursued; provided, however, that in no event shall the suspension of any time period pursuant to this Section 11.5 extend for more than three hundred sixty-five (365) calendar days other than in the case of a purchase of an Adverse Member's Units. Each Member agrees to use its diligent efforts to obtain, or to assist the Transferring Member in obtaining, any such consent, approval, waiver, or authorization and shall cooperate and use its diligent efforts to respond as promptly as practicable to all inquiries received by it or by the Transferring Member from any governmental authority for initial or additional information or documentation in connection therewith.

Section 11.6 Baseball Arbitration. In any dispute relating to or arising out of this Agreement by or between the Company, its Members, Manager or Officers (including between Members or Manager who sign onto this Agreement at a later date), the Parties to the dispute shall attempt to work with each other to agree on the total amount of Damages in good faith. If the parties fail to reach an agreement within 7 days of the day Election Notice is received by the Adverse Member (or when notice is given in writing that a dispute has arisen), then such dispute shall be resolved by baseball arbitration pursuant to this section. Baseball arbitration will be

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conducted by one (1) arbitrator who shall be reasonably acceptable to the parties and who shall be appointed in accordance with JAMS Rules. If the parties are unable to select an arbitrator within ten (10) days, then the arbitrator shall be appointed in accordance with JAMS Rules. Any arbitrator chosen hereunder shall have educational training and industry experience sufficient to demonstrate a reasonable level of scientific, financial, medical and industry knowledge relevant to the cannabis testing industry. Within twenty (20) days after the selection of the arbitrator, each party shall submit to the arbitrator and the other party a proposed total amount of the Damages in numerical format, together with any relevant evidence in support thereof (the "**Proposals**"). Within fifteen (15) days after the delivery of the last Proposal to the arbitrator, each party may submit a written rebuttal of the other party's Proposal and may also amend and re-submit its original Proposal. The parties and the arbitrator shall meet within fifteen (15) days after the parties have submitted their final Proposals (and rebuttals, if any), at which time each party shall have one (1) hour to argue in support of its Proposal. The parties may neither call any witnesses in support of their arguments, nor compel any production of documents or take any discovery from the other party in preparation for the meeting. Within thirty (30) days after such meeting, the arbitrator shall select one of the final Proposals so submitted by one of the parties as the final total amount of Damages. The arbitrator may not alter the terms of either final Proposal and may not resolve the dispute in a manner other than by selection of one of the submitted final Proposals. If a party fails to submit a Proposal within the initial twenty (20)-day time frame set forth above, the arbitrator shall select the Proposal of the other party as the resolution of the dispute. The arbitrator's determination made pursuant to this section shall be final and not subject to appeal. The costs of such arbitration (which includes the cost of the arbitrator but not the expenses of the parties such as legal and expert fees) shall be shared by the parties equally. Enforcement of the Arbitration award shall be governed in accord with the Federal Arbitration Act and may be entered in any court of competent jurisdiction.

ARTICLE XII

DISSOLUTION AND WINDING UP

Section 12.1 Dissolution Events.

(a) Dissolution. The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a "**Dissolution Event**"):

(i) The unanimous vote of the Members to dissolve, wind up, and liquidate the Company;

(ii) A judicial determination that an event has occurred that makes it unlawful, impossible, or impractical to carry on the Business; or

(iii) There being no remaining Member, unless within ninety (90) calendar days after the occurrence of the event that terminated the continued membership of the last remaining Member, the personal or other legal representative of the last remaining Member agrees in writing to continue the Company and agrees to the admission of the personal representative of such Member or its nominee or designee to the Company as a Member,

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effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) Reconstitution. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within an additional ninety (90) calendar days after such determination (the "**Reconstitution Period**"), all of the Members may elect to reconstitute the Company and continue its Business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 12.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in this Section 12.1(a);

(ii) Unless otherwise agreed to by the Members, the Certificate of Organization and this Agreement shall automatically constitute the Certificate of Organization and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed, and transferred to the new Company. No bond, collateral, assumption, or release of any Member's or

the Company's liabilities shall be required; provided that the right of the Members to reconstitute and continue the Business shall not exist and may not be exercised unless the Company has received an opinion of counsel that the exercise of the right would not result in the loss of limited liability of any Member and neither the Company nor the reconstituted limited liability company would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue.

Section 12.2 **Winding Up.** Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 12.1(b)), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Members until such time as the Property has been distributed pursuant to this Section 12.2 and the Certificate of Organization have been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed within ninety (90) calendar days of the occurrence of the Dissolution Event and within ninety (90) calendar days after the last day on which the Company

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may be reconstituted pursuant to Section 12.1(b). The Liquidator shall take full account of the Company's liabilities and Property and shall cause the Property or the proceeds from the sale thereof (as determined pursuant to Section 12.9), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members who are creditors, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts and other liabilities (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to Members under the Act;

(b) Second, to each Member, pari passu, in an amount equal to their Adjusted Capital Contributions until their Adjusted Capital Contributions have been repaid in full; and

(c) The balance, if any, to the Members in proportion to the Percentage Interests of each Member.

Except as provided in Section 12.9, no Member shall receive additional compensation for any services performed pursuant to this Article XII.

Section 12.3 **Compliance With Certain Requirements of Regulations; Deficit Capital**

Accounts. In the event the Company is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), (a) distributions shall be made pursuant to this Article XII to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article XII may be:

(a) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 12.2; or

(b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

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Section 12.4 Deemed Contribution and Distribution. In the event the Company is liquidated within the meaning of Section 1.704-1(b)(2)(*ii*)(*g*) of the Regulations but no Dissolution Event has occurred, the Property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have contributed all Property and liabilities to a new limited liability company in exchange for an interest in such new limited liability company and, immediately thereafter, the Company will be deemed to liquidate by distributing interests in the new limited liability company to the Members.

Section 12.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the Property of the Company for the return of its Capital Contribution and has no right or power to demand or receive Property other than cash from the Company. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Members shall have no recourse against the Company or any other Member.

Section 12.6 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Company, the Members shall comply with the applicable provisions of the Act.

(b) Upon completion of the distribution of the Property as provided in this Article XII, the Company shall be terminated, and the Members shall cause the filing of a certificate of cancellation as provided in the Act and shall take all such other actions as may be necessary to terminate the Company.

Section 12.7 **Allocations During Period of Liquidation.** During the period commencing on the first day of the Fiscal Year during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Members pursuant to Section 12.2 (the "**Liquidation Period**"), the Members shall continue to share Profits, Losses, gain, and other items of Company income, gain, loss, or deduction in the manner provided in Article III.

Section 12.8 **Character of Liquidating Distributions.** All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Property pursuant to Section 736(b)(1) of the Code, including the interest of such Member in Company goodwill.

Section 12.9 **The Liquidator**.

(a) Definition. The "**Liquidator**" shall mean the Manager or any other Person appointed by the Members to oversee the liquidation of the Company.

(b) Fees. The Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

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(c) Indemnification. The Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator or any officers, directors, agents or employees of the Liquidator relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Liquidator, or any officers, directors, agents, or employees of the Liquidator in connection with the liquidation of the Company, including reasonable attorneys' fees incurred by the Liquidator, officer, director, agent, or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent such liability or damage is caused by the fraud, deceit, gross negligence, intentional misconduct of, or a knowing violation of the laws by the Liquidator that was material to the cause of action.

Section 12.10 **Form of Liquidating Distributions.** For purposes of making distributions required by Section 12.2, the Liquidator may determine whether to distribute all or any portion of the Property in-kind or to sell all or any portion of the Property and distribute the proceeds therefrom.

ARTICLE XIII

POWER OF ATTORNEY

Section 13.1 Manager as Attorney-In-Fact. Each Member hereby makes, constitutes, and appoints each Manager, severally, with full power of substitution and resubstitution, its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, publish and record (i) all certificates or articles of formation, amended name or similar certificates or articles, and other certificates and instruments (including counterparts of this Agreement) which the Manager deem necessary to be filed by the Company under the laws of the Commonwealth of Massachusetts or any other jurisdiction in which the Company is doing or intends to do business; (ii) any and all amendments, restatements or changes to this Agreement and the instruments described in clause (i), as now or hereafter amended, which the Manager may deem necessary to effect a change or modification of the Company in accordance with the terms of this Agreement, including, without limitation, amendments, restatements, or changes to reflect (A) any amendments adopted by the Members in accordance with the terms of this Agreement, (B) the admission of any substituted Member and (C) the disposition by any Member of its interest in the Company; (iii) all certificates of dissolution and other instruments that the Manager deem necessary or appropriate to effect the dissolution and termination of the Company pursuant to the terms of this Agreement; and (iv) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Company or is deemed necessary by the Manager to carry out fully the provisions of this Agreement in accordance with its terms. Each Member authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite to be done in connection with the foregoing as fully as such Member might or could do personally, and hereby ratify and confirm all that any such attorney-in-fact shall lawfully do, or cause to be done, by virtue thereof or hereof.

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Section 13.2 Nature of Special Power. The power of attorney granted to each Member pursuant to this Article XIII:

(a) Is a special power of attorney coupled with an interest and is irrevocable;

(b) May be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and

(c) Shall survive and not be affected by the subsequent Bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of its interest in the Company (except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the other Member, is admitted as a substituted Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution) and shall

extend to such Member's assignee's successors and assigns.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the Person or to an officer of the Person to whom the same is directed, or (ii) when the same is actually received, if sent either by registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Manager:

(a) If to the Company, to the address determined pursuant to Section 1.4;

(b) If to a Member, to the address set forth in Section 2.1.

Section 14.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective successors, transferees, and assigns.

Section 14.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

Section 14.4 Time. In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

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Section 14.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 14.6 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 14.6 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member to lose the material benefit of its economic bargain.

Section 14.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to in this Agreement is incorporated in this Agreement by reference unless otherwise expressly provided.

Section 14.8 **Variation of Terms.** All terms and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 14.9 **Governing Law.** The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

Section 14.10 **Disputes**. Each of the Parties hereby irrevocably consents to the Baseball Arbitration provision contained in Section 11.6 of this Agreement as the sole and exclusive remedy for any breach or purported breach of this Agreement, and for final resolution of any and all disputes related to or arising out of this Agreement.

Section 14.11 . **Waiver of Jury Trial**. EACH OF THE PARTIES WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

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Section 14.12 **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and the Manager had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 14.13 **Specific Performance.** Each Member and the Manager agrees that the other parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching parties may be entitled, at law or in equity, the nonbreaching parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

Signatures appear on the following pages.

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The parties have executed and entered into this Amended and Restated Operating Agreement of the Company as of the day first above set forth.

COMPANY:

ASSURED TESTING LABORATORIES LLC

By: _____

Name: Dimitrios Title: Pelekoudas CEO

MANAGER:

_____

_ DIMITRIOS PELEKOUDAS

MEMBERS:

_____

_ DIMITRIOS PELEKOUDAS

_____

_ LINDA PELEKOUDAS

_____

_ WILLIAM FLANNAGAN

BIO SPARK CLEAN ENERGY LLC

By:

_____

Name: Thomas L.

Title: MoorePresiden

t

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CATUNA

ENVIRO IRRIGATION INC By:

_____ RICHARD FLEISCHER

_____ VIOREL

Name: Title: President
Anthony

Giampietro

_____
_ KEVIN P WALSH

_____
_ CORNEL CATUNA

_____
_ JOSHUA BARTELL

BELLEVUE FINANCIAL LLC By:

_____

Name: President
Title:
Timothy Flatt

MOORE INVESCO LLC

By: _____
Name: Title: Representative
Edward D Moore

Authorized

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_____ GEORGE KALTSAS

_____ BRANDON CATUNA

_____ DERRIC SMALL

_____ DYLAN CATUNA

_____ GLEN KELLEY

_____ GRANT CATUNA

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Exhibit A
Definitions

Capitalized words and phrases used in this Agreement have the following meanings:

"**Act**" means the Massachusetts Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"**Additional Capital Contributions**" means, with respect to each Member, the Capital Contributions made by such Member pursuant to Section 2.2. In the event Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Additional Capital Contributions of the transferor to the extent they relate to the Transferred Units.

"**Adjusted Capital Contributions**" means, as of any day, a Member's Capital Contributions with respect to their Units adjusted as follows:

(i) Increased by the amount of any Company liabilities which, in connection with distributions pursuant to Sections 4.1(c) and 12.2(c), are assumed by such Member or are secured by any Property distributed to such Member; and

(ii) Reduced by the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to Sections 4.1(c) and 12.2(c) and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company as a Capital Contribution.

In the event any Member transfers all or any of its Units in accordance with the terms of this

Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Units.

"**Adjusted Taxable Income**" of a Member for a Fiscal Year (or portion thereof) with respect to the Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (a) by subtracting any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to its Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

"**Adverse Act**" means, with respect to any Member, any of the following:

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(i) A failure of such Member to make any Capital Contribution required pursuant to any provision of this Agreement;

(ii) A determination that such Member has committed a material breach of any covenant contained in this Agreement or materially defaulted on any obligation provided for in this Agreement and such breach or default continues for thirty (30) calendar days after the date written notice of the default has been given to such Member by the Manager or another Member, provided that, if such breach or default is not a failure to pay money and is of such a nature that it cannot reasonably be cured within such thirty (30) day period, but is curable and such Member in good faith begins efforts to cure it within such thirty (30) day period and continues diligently to do so, such Member shall have a reasonable additional period thereafter to effect the cure (which shall not exceed an additional ninety (90) calendar days unless otherwise approved by the other Member), and provided further that, if within thirty (30) calendar days after written notice of such breach or default has been given to such Member, such Member delivers written notice (the "**Contest Notice**") to the Manager or other Member that it contests such notice of breach or default, such breach or default shall not constitute an Adverse Act unless and until (and assuming that such breach or default has not theretofore been cured in full and that any applicable grace period has expired) there is a Final Determination that such Member's actions or failures to act constituted such a breach or default; or

(iii) A Transfer of all or any portion of such Member's membership interest or Units except as expressly permitted or required by this

Agreement.

"**Adverse Member**" is any Member with respect to whom an Adverse Act has

occurred. "**Affected Member**" has the meaning set forth in Section 10.5(a).

"**Affected Units**" has the meaning set forth in Section 10.5(a).

"**Affiliate**" means, with respect to any Person (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any officer, director, general partner, member, or trustee of such Person, or (iii) any Person who is an officer, director, general partner, member, or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or the power to elect at least 50% of the directors, manager, general partners, or persons exercising similar authority with respect to such Person.

"**Agreement**" means this Amended and Restated Operating Agreement of Assured Testing Laboratories LLC, as amended from time to time.

"**Amended Operating Agreement**" has the meaning set forth in the Recitals.

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"**Bankruptcy**" means, with respect to any Person, a "**Voluntary Bankruptcy**" or an "**Involuntary Bankruptcy**." A "Voluntary Bankruptcy" means, with respect to any Person (i) the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization for relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property, or (iii) corporate action taken by such Person to authorize any of the actions set forth above. An "Involuntary Bankruptcy" means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person, which petition shall not be dismissed within ninety (90) calendar days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver, or liquidator of such Person or of all or any substantial part of the property of such Person, which order shall not be dismissed within ninety (90) calendar days.

"**BBA**" has the meaning set forth in Section 8.3(c).

"**BBA Procedures**" has the meaning set forth in Section 8.3(e).

"**Board**" has the meaning set forth in Section 5.1(a).

"Business" means the ownership, management and operations of a Cannabis Testing Laboratory.

"**Business Day**" means a day of the year on which banks are not required or authorized to close in Boston, Massachusetts.

"**Buy-Sell Price**" has the meaning set forth in Section 11.2(a).

"**Capital Account**" means an account maintained for each Member which is equal to such Member's original Capital Contribution increased by Additional Capital Contributions made by such Member and such Member's share of Company Profits, income, and gains and decreased by distributions and such Member's share of Company Losses, expenses, and deductions.

"**Capital Contributions**" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any Property (other than money) contributed to the Company with respect to the Units in the Company held or purchased by such Member, including Additional Capital Contributions.

"**Cause**" means: (i) a material breach of fiduciary duties to the Company or Affiliate, as applicable; (ii) a conviction or plea of nolo contendere for commission of: (A) any crime constituting a felony in the jurisdiction in which committed, (B) any crime involving moral

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turpitude (whether or not a felony), or (C) any other criminal act involving dishonesty (whether or not a felony); (iii) gross negligence in the conduct of the business of the Company or Affiliate, as applicable; (iv) use of alcohol or an illegal or controlled substance that has materially affected the performance of the Manager's, manager's or officer's duties; (v) refusal or material failure to carry out a lawful directive of the Board, or their respective designee,; (vi) willful misconduct that is, or reasonably could be expected to be, materially damaging to the Company or the Affiliate; (vii) any conduct that could cause the Company or any Affiliate to lose a license required to operate the Business; or (viii) other substantial misconduct in connection with the Manager's, manager's or officer's duties.

"**Certificate of Organization**" has the meaning set forth in the Recitals.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" means the limited liability company formed pursuant to the Certificate of Organization and the limited liability company continuing the Business of this Company in the event of dissolution of the Company as provided in this Agreement.

"**Contest Notice**" has the meaning set forth in clause (ii) of the definition of "Adverse Act."

"**Damages**" has the meaning set forth in Section 11.1(a).

"**DE ATL**" has the meaning set forth in the Recitals.

"**Debt**" means (i) any indebtedness for borrowed money or the deferred purchase price of property as evidenced by a note, bonds, or other instruments, (ii) obligations as lessee under capital leases, (iii) obligations secured by any lien or charge of any kind existing on any asset owned or held by the Company whether or not the Company has assumed or become liable for the obligations secured thereby, (iv) any obligation under any interest rate swap agreement, (v) accounts payable, and (vi) obligations under direct or indirect guarantees of (including obligations (contingent or otherwise) to assure a creditor against loss in respect of) indebtedness or obligations of the kinds referred to in clauses (i), (ii), (iii), (iv) and (v) above, provided that Debt shall not include obligations in respect of any accounts payable that are incurred in the ordinary course of the Company's business and are not delinquent or are being contested in good faith by appropriate proceedings.

"**Dissolution Event**" has the meaning set forth in Section 12.1(a).

"**Election Notice**" has the meaning set forth in Section 11.2(a).

"**Election Period**" has the meaning set forth in Section 11.2(b).

"**Excess Amount**" has the meaning set forth in Section 4.2(c).

"**Expenses**" means any and all judgments, damages, or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort, and liabilities arising out of violation of laws or regulatory requirements

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of any kind), actions, or suits; and any and all taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, costs, expenses, and disbursements (including, without limitation, reasonable legal fees and expenses).

"**Final Determination**" means (i) a determination set forth in a binding settlement agreement between the Company and the Member alleged to have committed an Adverse Act, which settlement agreement has been approved by the other Member, or (ii) a final determination, not subject to further appeal, as set forth in Section 14.10 of this Agreement.

"**Fiscal Year**" means (i) the period commencing on the Formation Date and ending on December 31, 2020, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31, and (iii) the period commencing on the immediately preceding January 1 and ending on the date on which all Property is distributed to the Members pursuant to Article XII.

"**Formation Date**" means the date of this Agreement as set forth in the Recitals.

"**GAAP**" means generally accepted accounting principles in effect in the United States of America as in effect from time to time, consistently applied from period to period and within each

period.

"**Gross Appraised Value**" has the meaning set forth in Section 11.4.

"**Immediate Family**" means a spouse, child, sibling, parent, grandparent, or grandchild This includes stepparents, stepchildren, stepsiblings, and adoptive relationships.

"**Involuntary Bankruptcy**" has the meaning set forth in the definition of Bankruptcy.

"**Involuntary Transfer**" means any Transfer that is not voluntarily made whether due to death, divorce, Bankruptcy, assignment for benefit of creditors, judicial order, legal process, execution, attachment, enforcement of a pledge, or other encumbrance.

"**Liquidation Period**" has the meaning set forth in Section 12.7.

"**Liquidator**" has the meaning set forth in Section 12.9(a).

"**Losses**" has the meaning set forth in the definition of "Profits" and "Losses."

"**Major Decision**" has the meaning set forth in Section 6.8.

"**Manager**" means Dimitrios Pelekoudas and/or any other Person appointed pursuant to Section 5.1.

"**Member**" means any Person (i) who is referred to as such in the preamble to this Agreement, or who has become a Member pursuant to the terms of this Agreement and (ii) who has not ceased to be a Member. All references in this Agreement to a majority of the Members shall mean Members entitled to vote whose combined Percentage Interests represent more than fifty percent (50%) of the Percentage Interests held by all Members (not including fictitious

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persons designated by the Company to hold Units pending the close of a capital raise or otherwise designated as non-voting Units pursuant to this Agreement). All references in this Agreement to the agreement, consent, or decision by the Members shall mean the agreement, consent, or decision of at least a majority of the Members. "**Members**" means all such Persons.

"**Member Loan**" has the meaning set forth in Section 2.3.

"**Merger Agreement**" has the meaning set forth in the Recitals.

"**Net Cash Flow**" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, including but not limited to, compensation, debt payments, capital improvements, replacements, and contingencies, all as determined by the Manager as required by the Agreement. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

"**Net Equity**" has the meaning set forth in Section 11.3.

"**Net Equity Notice**" has the meaning set forth in Section 11.3.

"**Notice of Resignation**" has the meaning set forth in Section 5.1(a).

"**Original Operating Agreement**" has the meaning set forth in the Recitals.

"**Partnership Representative**" has the meaning set forth in Section 8.3(d).

"**Party**" has the meaning set forth in the Preface above.

"**Percentage Interest**" means, with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Units held by such Member on such date to the aggregate Units held by all Members on such date. The Percentage Interest of each Member immediately after the date of this Agreement is set forth in Section 2.1.

"**Permitted Transfer**" has the meaning set forth in Section 10.2.

"**Person**" means any partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, or other entity or any individual.

"**Prime Rate**" means the prime rate of interest on corporate loans as published in the Wall Street Journal's Money Rates.

"**Profits**" and "**Losses**" means, for any period, an amount equal to the Company's taxable income or loss, for such period, taking into account any separately stated tax items and increased by any tax-exempt income of the Company during such period and decreased by the amount of any expenditures of the Company during such period and decreased by the amount of any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i).

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"**Proposals**" has the meaning set forth in Section 11.6.

"**Property**" means all real and personal property acquired, owned, or held by the Company, including cash, and shall include both tangible and intangible property.

"**Purchase Commitment**" has the meaning set forth in Section 11.2(b).

"**Purchase Notice**" has the meaning set forth in Section 11.2(b).

"**Quarterly Estimated Tax Amount**" of a Member for any calendar quarter of a Fiscal Year means the excess, if any, of (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all distributions previously made during such Fiscal Year to such Member.

"**Real Property**" means the real properties owned by the Company and its Affiliates.

"**Reconstitution Period**" has the meaning set forth in Section 12.1(b).

"Regulations" means the regulations in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"**Shortfall Amount**" has the meaning set forth in Section 4.2(b).

"**Tax Advance**" has the meaning set forth in Section 4.2(a).

"**Tax Amount**" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

"**Tax Rate**" of a Member, for any period, means the highest effective marginal combined federal, state and local tax rate applicable to such member based on their jurisdiction of domicile, taking into account (a) the character (for example, long-term or short-term capital gain, ordinary or exempt) of the applicable income and (b) if applicable the deduction under Code Section 199A.

"**Taxing Authorities**" means federal, state, local, or foreign taxing authority.

"**Transfer**" means, as a noun, any voluntary or involuntary transfer, sale, pledge, encumbrance, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily, to transfer, sell, pledge, encumber, hypothecate, or otherwise dispose of.

"**Units**" or "**Unit**" means an ownership interest in the Company, including any and all benefits to which the holder of such Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

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"**Voluntary Bankruptcy**" has the meaning set forth in the definition of "Bankruptcy."

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Exhibit B
Ownership

Names and Address	Units	Percentage Interest	Capital Contribution
Dimitrios Pelekoudas 93 Ward St. # 204 Revere, MA 02151			
Linda Pelekoudas 36 Jacques Rd. Tyngsboro, MA 01879			

$100,000 7.78 8.083% $100,000 7.78

William Flannagan 450 J St. Unit 7101
San Diego, CA 92101

8.083% $100,000

Bio Spark Clean
Energy LLC
One Liberty Sq 11th Floor Boston,
MA 02109

Richard Fleischer 3502 Evergreen
Dale Dr. Kingswood, TX 77339

2.5 2.6% $100,000

Viorel Catuna
9311 Hallenoak Ln. Orangevale, CA
95662

2.5 2.6% $100,000 2.5 2.6% $100,000

Enviro Irrigation Inc P.O. Box 448
Revere, MA 02151

2.5 2.6% $100,000 5 5.195% $200,000

Kevin P Walsh
14 Evergreen Ln. Groveland, MA
01834

Cornel Catuna
8121 Desert Jewel Cir. Las Vegas, NV
89128
51 52.971% $1,000 2.94 3.05%

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Brighton, MA 02135

Dylan Catuna
5245 Riverton Ave #207 North
Hollywood, CA 92601

Joshua Bartell
345 Salem St.
Medford, MA 02155

Grant Catuna
8121 Desert Jewel Cir. Las Vegas, NV 89128

Bellevue Financial LLC
133 Bellevue Ave. Melrose, MA 02176

George Kaltsas
11 Gardner St. #2 Salem, MA 01970

Moore Invesco LLC 4 Anderson Way
Saugus, MA 01906

Derric Small
51 Dobson Rd.
Braintree, MA 02184

Brandon Catuna
1 Sparhawk St.

Glen Kelley
423 Bunker Hill St. Charlestown, MA 02129
1.25 1.3% $50,000 2.5 2.6% $100,000

2.5 2.6% $100,000 0.25 0.26% $10,000 0.25

0.26% $10,000

0.25 0.26% $10,000 0.25 0.26% $10,000

2 2.078% Performance of services under that certain
Independent Consultant
Agreement, dated
01/30/2020 between the
Company and Derric
Small

2.5 2.6% $100,000

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Assured Testing Laboratories, LLC

July 2021

To Whom It May Concern,

This letter is to attest that Assured Testing Laboratories, upon submission of its application for license to open an Independent Testing Laboratory has no employees. It therefore, submits this attestation in lieu of a certificate of good standing from MA Department of Unemployment Assistance.

Regards,

Dimitrios N Pelekoudas, PhD

CEO, Assured Testing Laboratories, LLC

Assured Testing Laboratories, LLC

BUSINESS PLAN
June 2021

Dimitrios N Pelekoudas PhD
Chief Executive Officer

93 Ward St, Revere Massachusetts
Tel: 781-632-0595
Email: d.pelekoudas@assuredtestinglab.com

CONFIDENTIAL

No offering is made or intended by this document. Any offering of interests in Assured Testing Laboratories, LLC will be made only in compliance with Federal and State securities laws.

This document includes confidential and proprietary information of and regarding Assured Testing Laboratories, LLC. This document is provided for informational purposes only. You may not use this document except for informational purposes, and you may not reproduce this document in whole or in part, or divulge any of its contents without the prior written consent of Assured Testing Laboratories, LLC. By accepting this document, you agree to be bound by these restrictions and limitations.

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I. Executive Summary

Business Overview

Assured Testing Laboratories, LLC provides quality analytic testing services to the cannabis industry in Massachusetts for establishments growing or manufacturing products from cannabis ensuring the safety of products offered to the public in accordance with Massachusetts state laws. Assured Testing Laboratories, LLC will test production batches from cultivators, edibles and other products for foreign materials, pesticides, heavy metals and moisture content.

Success Factors

Assured Testing Laboratories, LLC is uniquely qualified to succeed due to the following reasons:

- Products and/or Services: Our services are superior to our competitors because of our firm background and experience in analytic chemistry and chemical instrumentation.

- Human Resources: Our management team has unique experience in the industry including both science and business management.

- Location: Our location allows us to better serve customers because it sits central to many of our customers.

Operational Systems: We have developed systems that enable us to provide high quality services at a lower cost. These systems include:

- State of the art inventory management
- Quality control and testing
- Automated delivery of results
- Record keeping
- Security protocols

II. Company Overview

Below is a snapshot of Assured Testing Laboratories, LLC since its inception:

● Date of formation:	November 12, 2019
● Legal structure (LLC vs. C-Corp., etc.):	LLC
● Office location(s):	TBD
● Business stage:	start-up
● Other key events:	Host Community Agreement and Special Permit obtained from the city of Lowell. Lease pending on site following successful terms agreed upon in Letter of Intent.

III. Industry Analysis

Market Overview

Cannabis, also known as marijuana, is a drug obtained from the cannabis family of plants. The plant has psychoactive and analgesic compounds, which show certain medical applications. The presence of tetrahydrocannabinol (THC) attributes to the predominant psychoactive properties of the drugs. The active compounds within cannabis engage symptomatic relief to the patients suffering from a number of maladies.

In order for the plant to be suitable for consumption, it must undergo stringent testing. This includes testing for presence of heavy metals, pesticides and residual solvents to safeguard patient health as well as analysis of the potency of active ingredients.

The market in which Assured Testing Laboratories, LLC is operating can be characterized by the following:

By testing technology, the U.S. cannabis testing market size is segmented into chromatography, spectroscopy and others. The chromatography market is further classified into liquid, gas, and other chromatography types. The spectroscopy segment is further bifurcated into mass and atomic spectroscopy.

The chromatography market will show a CAGR of 10.4% throughout the forecast period. Advantages of chromatography techniques such as fast and effective results will contribute to segmental growth. Furthermore, manufacturers are focusing on chromatographic solutions, specifically for marijuana testing. Therefore, these factors will positively impact the market expansion.

By testing type, the U.S. cannabis testing market is segmented into potency testing, pesticide screening, residual solvent screening, heavy metal testing, terpene testing, mycotoxin testing and others. Heavy metal testing segment held a market share of 17.5% in 2019 and will show lucrative growth over the analysis timeframe.

Heavy metal testing includes inspection of cannabis sample for presence of heavy metals such as mercury, lead, and cadmium. These metals are extremely toxic to the human body, even in small amounts, especially when inhaled.

Marijuana is an excellent bioremediatory and can soak up large amounts of substances from the ground. Furthermore, increasing amounts of heavy metals in the ground due to industrial processes, makes heavy metal testing imperative. Hence, the above factors will result in market growth.

The cannabis testing laboratories segment held a market revenue of USD 492.5 million in 2019.

Relevant Market Size

According to the report titled: A Baseline Review and Assessment of the Massachusetts Adult-Use Cannabis Industry: Market Data and Industry Participation, February 2020 published by the Cannabis Control Commission of the Commonwealth of Massachusetts

- As of November 2019, there are 98 final adult use Marijuana Establishment licenses in Massachusetts:
    - Final licenses consist of 37% Marijuana Retailers, 32% Marijuana Cultivators, and 27% Marijuana Product Manufacturers;
- Adult use cannabis sales total $394,333,153.80 (not including taxes);

- Buds (flower) comprise the majority of sales (51%), followed by concentrates (19%), and edibles (17%)

- Concentrates (each) represent 19% of total cannabis products sold and account for 27% of total sales; and

- Among final licenses, provisional licenses, and applications under provisional consideration, 54% have registered medical dispensary priority; 44% are general applicants; and 2% have economic empowerment priority.

Competitive Advantages

Assured Testing Laboratories, LLC is positioned to outperform competitors for the following reasons:

- Services: Our Services are superior to our competitors because we limit our intake of samples to ensure a timely turnaround of results. Our company has significant background in the pharmaceutical sector and analytic chemistry. Our pickup service facilitates our improved turnaround.
- Location: Our location allows us to better serve customers because we are centrally located in proximity to a significant portion of the market customers we seek to serve. Our location enables us to expand in place to be able to serve increased market volume. The host city is positioned near major highways to enable easy access of transportation routes to our customers.
- Operational Systems: We have developed systems that enable us to provide high quality services at a lower cost. These systems include:
    - State of the art inventory management
    - Quality control and testing
    - Automated delivery of results
    - Record keeping
    - Security protocols

- Sales & Marketing: We have unique marketing skill sets that enable us to attract new customers at a low cost. These skill sets include key connections with existing vendors who service our customers in other avenues. These vendors are actively connecting us at a personal level to our prospective customers. We have proactively mapped collection routes for all potential customers with existing final and provisional licenses. Our team has years of experience in establishing customer relationships resulting in successful service sales.

IV. Operations Plan

Our Operations Plan details:

1) The key day-to-day processes that our business performs to serve our customers

2) The key business milestones that our company expects to accomplish as we grow

Key Operational Processes

The key day-to-day processes that our business performs to serve our customers are as follows:

1.	Service Development:	Continuous monitoring of analytic methods for accuracy and efficiency
2.	Sales:	Developing and maintaining open communication with our customers
3.	Marketing:	Communicating with good transparency the analytic methods used and the value we bring to the marketplace

4.	Finance:	Responsibly managing the business according to Good Accounting Practices
5.	Customer Service:	Responding quickly to problems our customers have and finding workable solutions
6.	Administration:	Applying good business management practices to ensure all company records are kept up to date and accurate.
7.	Accounting/Payroll:	Work with reliable providers to ensure that accounts and payroll function efficiently.
8.	Human Resources:	Recruit candidates, hire the right employees, conduct disciplinary actions, Update policies, maintain employee records, conduct benefit analysis.
9.	Legal:	Ensures that all legal compliance is maintained in agreements and obligations
10.	Purchasing:	Ensures that materials, equipment, and resources needed to conduct business and perform services are provided

Milestones

The key business milestones that our company expects to accomplish as we grow include the following:

A. Prepare the Laboratory for Operation **To Be Completed By: August 30, 2021**

- Accomplishment #1: Selection of the location and Letter of Intent with Ownership
- Accomplishment #2: Fit Plan prepared
- Accomplishment #3: Zoning Application Submitted
- Accomplishment #4: Special Permit approved by Planning Board
- Accomplishment #5: Startup funding round - completed

B. Business License **To Be Completed By: ASAP / August 2021**

- Accomplishment #1: Preparation of CCC Application Package
- Accomplishment #2: Review of CCC Application Readiness and Finalization
- Accomplishment #3: Submission of CCC Application

C. Marketing and Sales Preparation **To Be Completed By: August 2021**

- Accomplishment #1: Location list of all potential customers and preparation of collection routes
- Accomplishment #2: Prepare outreach materials
- Accomplishment #3: Establish contact and develop relationships with potential customers
- Accomplishment #4: Pre-sign customers to ATL Testing Service

D. Staffing **To Be Completed By: Doors Open**

- Accomplishment #1: Identify qualified candidates for staff openings
- Accomplishment #2: Hire and onboard staff ready for operations
- Accomplishment #3: Complete marijuana agent application process for all staff

V. Management Team

Our management team has the experience and expertise to successfully execute on our business plan. Resumes are included in section X Appendix.

Management Team Members

- Name: Dimitrios N Pelekoudas PhD
- Title: Chief Executive Officer
- Key Functional Areas Covered: Business Compliance with MA law, Scientific Methods and Process, Certification of Analysis and Results, Customer Support
- Educational background: PhD, MS, BS

- Name: Linda L Pelekoudas
- Title: Chief Operations Officer
- Key Functional Areas Covered: Sales / Marketing, Accounting, Human Resources, Purchasing
- Educational background: BS Process Engineering, BS Chemistry

Team Gaps

- Key Functional Areas Covered: Sales and Marketing
- Qualities of the individuals who will be sought to fill this role:
    - Contact management system expertise
    - Customer relationship management expertise
    - Communications background

- Key Functional Areas Covered: Logistical Operations
- Qualities of the individual who will be sought to fill this role:
    - Supply chain management experience
    - Account management experience
    - Vendor relationship management experience

- Key Functional Areas Covered: Extraction and Analytical
- Qualities of the individual who will be sought to fill this role:
    - Will have education in both process and analytical chemistry
    - Show an aptitude for diverse role management
    - Excellent organizational skills

VI. Management Team Resumes

Dimitrios Pelekoudas
pelekoudasd@gmail.com **781-632-0595**

EDUCATION:

Northeastern University Boston, MA	(2013-2020)	*PhD Pharmaceutical Science*
Salem State University Salem, MA	(2009-2012)	*BS Chemistry: Biochemistry Focus* *Minors: Biology and Physics*

Relevant Experience:

Sanofi Biopharmaceutical Drug Product Development November 2020-present
Research Associate II (contract employee)
Provide support for projects involving the improvement and validation of lyophilization procedures as well as analysis of potential drug products (both liquid and lyophilized forms). Analyses conducted included techniques such as DSC, Karl Fisher, HPLC & UPLC SEC, and DLS.

Northeastern University Center for Drug Discovery September 2013-May2020
Research Assistant/PhD Student
Investigating the biophysical properties of the enzyme N-Acylethanolamine Acid Amidase and its inhibitors. This included extensive research into stable expression and purification as well as analysis via biochemical assay, NMR, MS, and X-ray Crystallography.

Strategy & Design Solutions LLC August 2018-August 2019
Instrumentation Scientist
Consultant involved in procurement and maintenance of analytical devices as well as their implementation in relevant products being invested in to be developed.

GSK Research Vaccines: Formulation Development February 2015-September 2015
Associate Scientist II
Perform several studies on novel protein formulations for understanding the stability and activity of potential vaccines both in vitro and in vivo.

Genzyme R&D: Polymers, Biomaterials, & Drug Delivery July 2014-December 2014
Graduate Co-op
Perform studies on drug therapy projects including in vitro/in vivo sustained release profile analysis, stability testing, and formulation development.

Skills & Technology:
LC/MS/MS, MALDI-TOF, HPLC (RP & SEC), UPLC, *MassLynx*, *Empower*, FPLC, *AKTA*, SDS Page, DSC, DSL, DSF, Cell Culture, Gas Chromatography, ELISA, SEM, Enzyme Assay, PCR, Flow Cytometry, Gene Sequencing, Microbial Staining, Western Blotting, UV-Vis, NMR, *Topspin*, Microsoft Office, GLP/GMP, SOP authoring and implementation, Fluent in Greek

Publications and Presentations:
Pavlopoulos S, Pelekoudas D, Benchama O, Rawlins CM, Agar JN, West JM, Malamas M, Zvonok N, Makriyannis A, Secretion, isotopic labeling and deglycosylation of N-acylethanolamine acid amidase for biophysical studies, Protein Expression and Purification, 2018, 145:108-117. doi: 10.1016/j.pep.2017.12.005.

Malamas MS, Farah SI, Lamani M, Pelekoudas DN, Perry NT, Rajarshi G, Miyabe CY, Chandrashekhar H, West J, Pavlopoulos S, Makriyannis A. Design and synthesis of cyanamides as potent and selective N-acylethanolamine acid amidase inhibitors, Bioorganic & Medicinal Chemistry, 2020, 28(1). doi: 10.1016/j.bmc.2019.115195

Pelekoudas D, Farah S, Nasertorabi F, Stevens RC, Malamas M, Makriyannis A, Pavlopoulos S. Characterization of N-Acylethanolamine-Hydrolyzing Acid Amidase Inhibition. Poster presented at CPDA Conference 2018, updated for CPDA Confernece 2019 and RISE Conference 2019.
Pelekoudas D, Nasertorabi F, Benchama O, Rawlins C, Agar J, Stevens RC, Makriyannis A, Pavlopoulos S. NMR & MS Studies of Small Molecule Activity with N-Acylethanolamine- Hydrolyzing Acid Amidase. Poster presented at TUSP AAPS Symposium 2017.

Pelekoudas D, Nasertorabi F, Benchama O, Rawlins C, Agar J, Stevens RC, Makriyannis A, Pavlopoulos S. Impact of Glycosylation on N-Acylethanolamine-Hydrolyzing Acid Amidase for Structural Studies. Poster presented at NEU Pharm Sci Showcase and CPDA Conferences 2017

Pelekoudas D, Benchama O, Nasertorabi F, Stevens RC, Makriyannis A, Pavlopoulos S. Expression and Purification of N-Acylethanolamine-Hydrolyzing Acid Amidase for Structural Studies. Poster presented at NEU

Pharm Sci Showcase and CPDA Conferences, 2016. Received "Best Poster Award" at Graduate Level from NEU Pharm Sci Showcase.

Conferences Poster Presented:
CPDA Conference 2016, 2017, 2018, 2019
RISE Conference 2019
Graduate AAPS TUSP Symposium 2017
NEU Pharm Sci Showcase 2016 (Received "Best Graduate Poster" Award), 2017

Relevant Courses:
Receptor Pharmacology, Biophysical Methods in Drug Discovery, Pharmacokinetics and Drug Metabolism, Chemistry and Biology of Drugs of Abuse, Behavioral Pharmacology, Instrumental Analysis, Techniques in Inorganic and Organic Synthesis, Molecular Biology, Genetics, Immunology, Microbiology, Modern Physics, Advanced Biochemistry

Linda Pelekoudas, Chief Operating Officer

Work History

Strategy and Design Solutions, Tyngsborough, MA, USA 2009 - Present

Principal Managing Partner, Founder

Boutique consulting company, SDS delivers strategic planning, systems development, technology management and research services to clients across industries. A woman owned small business

IBM Global Services Systems Engineering, Architecture &Test Practice - Armonk NY, USA 2006 - 2009

- Sr Systems Engineer
- Sr Consultant
- Engagement / Solution Architect
- Business Development
- Program Compliance Auditor

IBM Software Group - Westford, MA 1999 - 2006

- Sr. Software Engineering Development Manager - Enterprise Center of Competency
- Sr. Advisor Software and Program Process & Methods - Customer Support Automation
- Manager of Support Tools Strategy
- Worldwide Enablement Manager
- Global Financial Accountability Liaison

Aspen Technology, Inc., Cambridge, MA, USA 1997 - 1999

Manager Groupware Systems delivering business systems to internal organizations, managed infrastructure security and maintenance, provided business analysis, established standard processes, and built applications.

Other Work Experience

CGI Systems, Inc., Boston MA - Sr. Consultant, Lead Solution Architect, Project Manager

Ziff-Davis Publishing, Medford MA - Application Developer, PC/LAN Support Engineer

Independent Contractor / Research and Development Research Scientist

- Clients: Polaroid, Hewlett Packard, US Air Force, Toxikon
- Application Architect; Technical Trainer; Quality Assurance

E.I. DuPont, Medical Products Division, Boston MA

- Bench Chemist, Quality Systems Specialist
- Organic synthesis of biologically active nucleotides and nucleosides
- Designed production metering experiment to demonstrate effectiveness of materials resource planning
- Applied TQM to manufacturing of division
- Implemented and achieved certification for ISO 9001
- Project Manager of divisional MRP implantation

National Marine Fisheries Service, Department of Commerce, Gloucester MA – GS9 Staff Research Chemist, Analytic Organic Chemist, Environmental Researcher

Portfolio

- Created multicamera video analytics system for detection and identification of unknown individuals, tracking of motion, objects and behaviors.
- Architected and built commercially available mobile solution that correlates data from a suite of CBRNE technologies, artificial intelligence assisted visual data, and tactical positioning information within a layered and secured communications package
- Architected and built secure mesh network environment for industrial and public safety use.
- Constructed multifaceted proximity monitoring platform employing object, motion, face detection and recognition
- Programed portal for unified presentation of control and results from systems on board a product.
- Architected and built offset chemical detection system for use within custom secure network
- Architected and built secure layered connectivity strategy for managed transmission of communications, including WAN, LAN, Cellular, and Satellite technologies.

- Delivered public private partnership business model for new business development to international business.
- Designed and documented product with 20 subsystems. Responsible for integration and security strategy, information management and financial plan.
- Utilized data science methodologies of big data and machine learning to optimize cloud environment usage for variable workloads.
- Organized and implemented cryptographic monetary technology for a charitable trust including a cash positive revenue business model enabling 100% charitable giving from donations.
- Created a facilitated smart contract software as a service product utilizing custom cryptocurrency.
- Performed market expansion strategic research, created business operations strategy and resource planning for a cybersecurity company
- Contributor to NIST Cloud Reference Architecture workgroups specializing in implementation of cloud security.
- Delivered revenue improvements to telecom manufacturing company through instantiation of MRP and supply chain management system Prepared products for market for emerging technology companies shifting delivery from governmental to commercial
- Managed vendor relationships and outside contractors to ensure delivery and financial consistency with terms of agreements
- Created organizational architecture for new venture, investment package and strategic plan – funded and underway
- Architected and built quality management system for mining company in Norway
- Authored usability assessment and user and system documentation for HR management product
- Delivered design, development and data load for multiple e-Commerce websites
- Information researcher and ghost writer for emerging technology comparison and contrast briefings
- Built a Sales Team for specialized performance engineering solutions shortening sales cycle to weeks rather than months
- Increased technical support capability for a late-stage entrepreneur by 800%
- Delivered strategic product and market research to cybersecurity firm interested in expanding to new markets
- Architected solutions and prepared technical and budget volumes for RFP, Government Solicitation, and Grant responses
- Managed solution projects with matrixed resources, numerous stakeholders, and multiple vendors delivering on time, within budget, and with required functionalities
- WordPress, Joomla, and HTML Website design and development for numerous clients
- Offering custom livestreaming service for meetings and events

Education

University of California – Data Science Micro Masters

Stanford University - Certificate Technology Entrepreneurship

IBM Global Campus / George Washington University

IBM Executive Manager Certification
IBM Project Management Certification
IBM Systems Engineering Certification
IBM Sr. Consultant Certification

University of Rhode Island – Resource Development; B.S. Process Engineering / Chemistry

Harvard University – Cambridge, MA
Fairfield University - Fairfield, CT
Northeastern University – Boston, MA
Roger Ludlow High School - Fairfield, CT - National Honor Society

02/04/21

To whom it may concern,

We, KD Consulting Group, are in the process of procuring a general/product liability policy for Assurance Testing Labs. We will be working with the Chief Executive Officer/Founder Dimtri Pelekoudas to do put this policy in place. The policy to be obtained will include general liability and product liability insurance coverage of no less than $1 million per occurrence and $2 million in aggregate annually. The deductible for each policy will be no higher than $5,000 per occurrence (per 935 CMR 500.101(1); 935 CMR 500.105(10)).

We will be working with the Chief Executive Officer/Founder Dimtri Pelekoudas to do put this policy in place. We are an independent brokerage, and we will be partnering with another agency for this. The specific agency and insurance carrier have not been determined at this time.

Please feel free to reach out to Daniel Nicolas with any questions or concerns.

Thank you,

Daniel Nicolas
Risk Manager
KD Consulting Group
774-265-0265
Dan.Nicolas@KDCG.biz

KD CONSULTING GROUP

Assured Testing Laboratories, LLC

To whom it may concern,

This memo is being provided as a notice that we at Assured Testing Labs LLC (ATL) intend to provide independent testing services for both medical and recreational grade cannabis products. ATL attests that it shall remain compliant and vigilant in following all regulations and stipulations set forth by the Cannabis Control Commission of MA in distinguishing between these two types of products. In addition to differentiation by the pass/fail limits set forth by the CCC, ATL will ensure that samples are kept distinctly separate and appropriately labelled at all times. ATL pledges that it will remain vigilant in upholding the highest of standards as an independent testing facility through all its practices.

Sincerely,
Dimitrios Pelekoudas PhD
CEO
Assured Testing Laboratories LLC

To whom it may concern,

This memo is being provided as a notice that we at Assured Testing Labs LLC (ATL) will remain compliant and vigilant in following all regulations and stipulations set forth by the Cannabis Control Commission of MA in restricting access to anyone under the age of 21. Signage will be clearly visible and all entrances will have security scanners.

ATL will ensure that any and all visitors or employees will have age identification verified and logged for record before being allowed on the premises. No person under the age of 21 will be allowed to remain within the marijuana facility. ATL pledges that it will remain vigilant in upholding the highest of standards as an independent testing facility in all of its practices.

Sincerely,
Dimitrios Pelekoudas PhD
CEO
Assured Testing Laboratories LLC

Quality Control Policies & Procedure

SECTION I. QUALITY CONTROL 2

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2. General Laboratory Standards 3
3. Standard Operating Procedures (SOPs) 3

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Section I. QUALITY CONTROL

As an Independent Testing Laboratory, it is ATL's responsibility to ensure that samples collected from customers adhere to quality standards for safe consumption of the resulting products. ATL services are in support of producer's requirement to have marijuana that will be sold or otherwise marketed for adult use being tested by an Independent Testing Laboratory. ATL will provide clear analytic results to enable a producer to notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary

In the case of plant matter, this means ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;

1. General Cleanliness Standard

- The environment where samples are handled will be consistent with the requirements for food handlers. Specifically, all samples will be handled on food-grade stainless steel surfaces; and
- All agents whose job includes contact with marijuana are subject to the same requirements for food handlers. Specific job training will be required for all ATL Technicians to ensure their understanding and compliance with this requirement.
- All ATL employees working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
    - Maintaining adequate personal cleanliness; and
    - Washing hands appropriately
        - Several hand-washing facilities will be located in the laboratory areas and where good sanitary practices require employees to wash and sanitize their hands.

- Specific and separate space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- Water supply shall be sufficient for necessary operations
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment
- The establishment shall provide its employees with adequate, readily accessible toilet facilities
- Storage and transportation of samples shall be under conditions that will protect them against physical, chemical, and microbial contamination

2. General Laboratory Standards

- All solvents used will be of lab quality with its own certificate of analysis ensuring it to be without potential contamination.
- At the end of each day of operation the surfaces of the lab space will be sprayed and wiped down with a solution of 70% Ethanol: 30% Water to prevent microbial growth. This will be accompanied by a monthly swipe test of preparation and weighing stations for analysis of potential surface contamination.
- Every analysis set run on our analytical equipment shall include blank samples as well as samples with representative concentrations of analytes of interest.
- All cold storage equipment and fume hoods shall be routinely maintained and weekly checked for proper operation within desired thresholds.
- All analytical equipment shall be maintained under service contract of their manufacturers and will obtain all appropriate preventative maintenance put forth by those same manufacturers.
- All consumable materials shall be used only within their recommended life expectancy.
- MA Cannabis Control Commission regulations shall consistently be referred to when assigning a pass/fail status in order to comply with the specifications set forth; i.e. potency, microbiology, pesticides, etc.

3. Standard Operating Procedures (SOPs)

- Any analysis performed will adhere strictly to the developed, validated, and approved SOPs.
- SOPs have been initially developed and validated by the respective vendors of the analytical equipment to be used.
- ATL will update these SOPs to reflect a safe and secure workflow.
- All results will be reviewed by at least one other agent prior to completion of a “Certificate of Analysis” to ensure that there is no subversion of the quality of analysis performed.

Section II. EMERGENCY CONTACT LIST

1. Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer:	Dimitrios Pelekoudas	781-632-0595
Facilities Manager:	TBD	
Compliance Manager:	TBD	
Contracted Director of Security:	TBD	

2. External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts CCC: 833-869-6820

Massachusetts State Police: 508.820.2300 (Headquarters)

Town Police Department: (978) 649-7504

National Grid: 800-322-3223

Town Fire Department: (978) 649-7671

Town Dept. of Health: (978) 649-2300 ext. 118

Town Hall Clerk: (978) 649-2300 ext. 129

ATL Personnel Policies & Procedure

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Section I. GENERAL PERSONNEL POLICY

1. Workplace Conditions

- ATL workplace will be an alcohol, smoke, and drug-free workplace.

- ATL maintains policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor

Section II. AGENT BACKGROUND CHECKS & TRAINING

1. Agent Background Checks

- Prior to submitting and employee to the CCC agent registration process, all agents will undergo a background check, issued by a certified background investigator or company, whom Assured Testing Laboratories LLC holds on contractual agreement with or has on staff.

- Background checks will be performed to screen for the following, among others:
    - Past criminal convictions;
    - Past drug-related offenses;
    - Concealed weapon permits;
    - DEA controlled substance registrations;
    - Professional licenses;
    - Driver's license information;
    - Docket search of state and federal criminal & civil actions;
    - Credit check;
    - Bankruptcies, liens & judgments; and
    - Healthcare licenses & sanctions.

- Verification of references provided by the agent prior to the time of hire.

- As deemed necessary, individuals in key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

- As a condition of their continued employment, agents are required to renew their agent registration cards and submit to other background screening, at a minimum, on an annual basis.

2. Agent Training

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

- New hire orientation – overview of Assured Testing Laboratories LLC and employment policies and procedures as outlined in the Agent Handbook.
- General security procedures relevant to all Assured Testing Laboratories LLC agents.
- Detailed security procedures relevant to the agents' job function.
- Confidentiality – including patient confidentiality and confidentiality as related to Assured Testing Laboratories LLC policies and procedures such as security.
- Recordkeeping requirements, depending on the position and authority.
- Customized training related to the agent's job function at the time of hire by the Manager or Supervisor the agent will report to.
- All OSHA Training required, presented by a certified company, whom Assured Testing Laboratories LLC holds a contractual agreement with or who has on staff to ensure and enforce health and safety compliance.

Section III. REPORTS & RECORDKEEPING

1. Security Recordkeeping

ATL will maintain a staffing plan and records that demonstrate accessible business hours and safe in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)

The Compliance Manager is responsible for maintaining all security related records and reports. All records will be retained for a minimum of two (2) years.

2. Organizational Records

ATL will maintain organizational records indicating:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions
- A staffing plan that will demonstrate accessible business hours and safe laboratory conditions
- Personnel policies and procedures

3. Agent Personnel Records

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references prior to agent being hired;
- Results of initial background investigation, including CORI reports;
- The Agent's job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Offer letter from Assured Testing Laboratories LLC to the new agent, including job title and supervision with signatures;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s)
- Documentation of periodic performance evaluations and a record of any disciplinary action taken.
- Notice of completed responsible agent and eight-hour related duty training.
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Section IV. EMERGENCY CONTACT LIST

1. Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer:	Dimitrios Pelekoudas	781-632-0595
Facilities Manager:	TBD	
Compliance Manager:	TBD	
Contracted Director of Security:	TBD	

2. External Agencies / Departments

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ATL Corporate Governance - Confidentiality of Information

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3. Physically secure devices and paper documents. 5
4. Securely dispose of data, devices, and paper records. 5
5. Manage data acquisition. 5
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Confidentiality has to do with the privacy of information, including authorizations to view, share, and use it. Information with low confidentiality concerns may be considered "public" or otherwise not threatening if exposed beyond its intended audience. Information with high confidentiality concerns is considered secret and must be kept confidential to prevent identity theft, compromise of accounts and systems, legal or reputational damage, and other severe consequences.

The following sets forth minimum standards for the safeguarding of confidential or proprietary information by employees of Assured Testing Laboratories, LLC (the "Company"). To the extent that any other internal policy of the Company or a Company subsidiary, business group, or office sets forth more stringent standards or requirements, such policy will control.

Section I. Confidential and Proprietary Information

In the course of your employment with the Company, you may create, receive, know of or gain access to information that is confidential and/or proprietary. Confidential and proprietary information may be in a physical form (on paper, in an e-mail, on a diskette, videotape, etc.) or may be knowledge acquired through conversations to which you are a party or that you overhear. Proprietary information may consist of any system, information, or process that could give the Company an advantage over its competitors.

Confidential information includes non-public information that you are expected to safeguard from disclosure to the public. All proprietary information is confidential information. Therefore, proprietary and confidential information will be collectively referred to in this Policy as "Confidential Information."

Examples of confidential information include, but are not limited to:

- Information about the Company's operations, results, earnings projections, strategies, clients or client relationships, proprietary products or employee records.
- Information about the Company's or a client's transactions, positions, pending orders, or any other information that could be deemed material to the Company or one of its clients.

The term "Confidential Information" means information, not generally known, previously acquired by the Company and/or which may be acquired by the employee and/or the Company during the period of the employee's employment by the Company, relating to products or services (whether existing or under development), the business activities of the Company, technology, or its inventions.

Section II. Employee Obligations Regarding Confidential Information

As a general rule, you should presume that any information you receive about the Company or its customers is confidential and, therefore, should be protected from disclosure. You have an obligation to safeguard confidential information, whether generated internally or acquired from other sources, and to use it only in the performance of your employment responsibilities. In particular:

- You may not personally profit from confidential information. You may not use confidential information for your own (or related) benefit or to advise relatives, friends or others.
- During and after your employment by the Company, you may not disclose confidential information to anyone outside the Company. You may not use (or permit anyone else to use) such information, except

as required by your employment responsibilities at the Company.

- Upon termination of your employment, you must return to the Company all physical (including electronic) copies of confidential information as well as all other material embodied in any physical or electronic form that is based on or derived from such information, without retaining any copies.
- You may not bring to the Company confidential information of any former employer or use such information to aid the business of the Company without the prior written consent of your former employer.
- You may not seek to obtain confidential information that may be in the possession of other persons or business units of the Company that you do not need to know to do your job.
- You may not share confidential information with other employees except on a strict need to know basis.

Section III. Basic Practices to Protect Confidentiality

Confidential information may be communicated only to those persons who need to know it for a legitimate business purpose. Confidential information relating to third parties is often governed by a confidentiality or non-disclosure agreement which may have terms more rigorous than those set forth below. Always confirm whether an applicable confidentiality or non-disclosure agreement exists and comply with its requirements. If you have any questions, seek the guidance of the Company's General Counsel. Confidential information may be communicated to other employees of the Company or to the Company's outside lawyers and other consultants only if:

- The recipient has a legitimate need for and is authorized to receive the information in connection with his or her employment responsibilities; and,
- No identifiable harm can reasonably be expected to result from communication of the information to the recipient.

Information should not be communicated if it would give rise to a conflict between the interests of the recipient and those of the Company or its clients, or if it is reasonably foreseeable that the recipient would misuse the information. Confidential information may be shared with other participants only to the extent necessary to effectuate business objectives and only insofar as is consistent with your obligation to serve the client's interests.

The following practices should be followed to help prevent the misuse of confidential information.

- Avoid discussing or even speculating about confidential matters in places where you may be overheard by people who do not have a valid need to know such information.
- Avoid discussing confidential information on cell phones, and take great care when discussing such information on speaker phones.
- Do not discuss confidential information with relatives or social acquaintances.
- Always put confidential documents away when not in use and, based upon the sensitivity of the material, keep such documents in a locked desk or cabinet.
- Do not leave documents containing confidential information where they may be seen by persons who do not have a need to know the content of the documents.
- Avoid unnecessary copying of confidential documents.
- Do not use trash or recycling bins to dispose of confidential documents. If available, use shredders prior to disposal.

- Never distribute internal-use-only documents outside the Company.
- When necessary, use codewords to conceal clients' identities or information regarding clients' proposed business or transactions.
- Do not give your computer IDs and passwords to any other person. Password protect computers and log off when they are not in use.
- Be aware that the Internet and other external electronic mail carriers are not secure environments for the transmission of confidential information.
- If you notice unfamiliar or unauthorized people, do not hesitate to notify Security.
- Be aware that your conduct, particularly deviations from your normal activities can signal to others that you have confidential information.
- Know and abide by all applicable policies relating to firewalls and other information protection barriers.
- Comply with the specific terms of any confidentiality agreements of which you are aware.
- When employees join or leave the Company or transfer from one part of the Company to another, take precautions to protect against disclosure or misuse of confidential information that they may possess.
- Refer requests for information on the Company to the Company's Director of Security contact.
- Refer requests for information on the Company from the media or press to the Company's Chief Executive Officer.
- Refer requests for information from the CCC or other regulators to the Company's General Counsel or Compliance Officer.

Section IV. Seeking Advice/Reporting Disclosures of Confidential Information

If you believe that you or others have received confidential information inappropriately, inform Company's General Counsel or Compliance Officer immediately to avoid any potential problems. If you are uncertain as to whether information is confidential, treat it as such and ask for guidance from Company's General Counsel or Compliance Officer. Similarly, contact the Company's General Counsel, or Compliance Officer immediately if you believe that you have provided confidential information to somebody who does not have a valid need to know it.

Section V. Methods for Maintaining Information Confidentiality

1. <u>Encrypt sensitive files.</u>

Encryption is a process that renders data unreadable to anyone except those who have the appropriate password or key. By encrypting sensitive files (by using file passwords, for example), you can protect them from being read or used by those who are not entitled to do either.

2. Manage data access.

Controlling confidentiality is, in large part, about controlling who has access to data. Ensuring that access is only authorized and granted to those who have a "need to know" goes a long way in limiting unnecessary exposure. Users should also authenticate their access with strong passwords and, where practical, two-factor authentication. Periodically review access lists and promptly revoke access when it is no longer necessary.

3. Physically secure devices and paper documents.

Controlling access to data includes controlling access of all kinds, both digital and physical. Protect devices and paper documents from misuse or theft by storing them in locked areas. Never leave devices or sensitive documents unattended in public locations.

4. Securely dispose of data, devices, and paper records.

When data is no longer necessary for Company related purposes, it must be disposed of appropriately.

Sensitive data, such as Social Security numbers, must be securely erased to ensure that it cannot be recovered and misused.

Devices that were used for Company related purposes or that were otherwise used to store sensitive information should be destroyed or securely erased to ensure that their previous contents cannot be recovered and misused.

Paper documents containing sensitive information should be shredded rather than dumped into trash or recycling bins.

5. Manage data acquisition.

When collecting sensitive data, be conscious of how much data is actually needed and carefully consider privacy and confidentiality in the acquisition process. Avoid acquiring sensitive data unless absolutely necessary; one of the best ways to reduce confidentiality risk is to reduce the amount of sensitive data being collected in the first place.

6. Manage data utilization.

Confidentiality risk can be further reduced by using sensitive data only as approved and as necessary. Misusing sensitive data violates the privacy and confidentiality of that data and of the individuals or groups the data represents.

7. Manage devices.

Computer management is a broad topic that includes many essential security practices. By protecting devices, you can also protect the data they contain. Follow basic cybersecurity hygiene by using anti-virus software, routinely patching software, whitelisting applications, using device passcodes, suspending inactive sessions, enabling firewalls, and using whole-disk encryption.

ATL Record Keeping Policy and Procedure

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ATL has adopted procedures for maintaining records that conform to cannabis regulations and best practice for the cannabis and pharmaceutical sectors. ATL maintains a detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all operational documentation at every stage including possession of cannabis, delivery, transporting, by ATL.

1. General Record Keeping Policies

ATL has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, we have a responsibility to our stakeholders to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provides real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

2. Compliance with Regulations

ATL will ensure compliance with all laws and regulations pertaining to its operation as a licensed organization including Record Keeping. ATL's Record Keeping policies and procedures, as detailed in this document, demonstrate not only compliance with legal and regulatory requirements but a commitment to full documentation and transparency in all of ATL's operations for the demonstration of compliance to the Commonwealth of Massachusetts Cannabis Control Commission (CCC). Management will make all records available to the CCC or its authorized representatives upon request for monitoring, on-site inspection and audit purposes. Several regulations apply to recordkeeping functions. Our recordkeeping policies and procedures demonstrate not only compliance with the Commonwealth of Massachusetts requirements but also a commitment to full documentation of our operations.

3. Record Keeping Responsibility

ATL maintains strict control over records to provide operating data to management, information to advisors and board members, document operations for third-party certifiers or auditors and in case of any insurance claims, legal or administrative investigation. The Chief Operating Officer shall oversee all record retention protocols of ATL for Record Keeping, data retention and back-ups to ensure ATL maintains true, complete and accurate records. The Chief Operating Officer is also responsible for the proper integration of those requirements into policies and procedures. The Chief Operating Officer must authorize the release of any records to a third-party and must report the disclosure of records to the Chief Executive Officer to determine if legal counsel should be notified.

The Laboratory Manager, accountable to the Chief Operations Officer, must supervise the recordkeeping activities in their operating unit to ensure compliance with company policies and procedures.

All agents must adhere to recordkeeping policies and procedures unique to their department as a condition of employment.

The Chief Executive Officer is responsible for oversight of the Chief Operating Officer and all record maintenance activities.

4. Data Integrity

The Quality Assurance Manager will be granted access to review all production records created in the laboratory to assure that no errors have occurred or that if any errors have occurred, they have been fully investigated and resolved.

Each Agent must ensure that no laboratory record presented by ATL is falsified in any manner. Any Agent who knowingly falsifies a laboratory report will be terminated immediately. Any Agent who suspects that a laboratory record may have been falsified must report to the Chief Operating Officer and Quality Assurance Manager immediately as a condition of employment.

5. Term of Record Retention

ATL shall maintain records required, specifically waste, personnel, financial and operational records, for a period of three years

6. Inventory System

ATL will implement the state standard METRC system.

Where there is a need for additional or duplicate internal Record Keeping requirements ATL classifies this information as confidential and it will be maintained per Corporate Governance Maintenance of Confidential Information Policy and Procedure.

7. Operating Procedure Records

ATL will maintain written operating procedures with version control history of changes over time for a period of three years.

8. Financial Records

ATL will maintain financial records in accordance with generally accepted accounting principles. The following business records will be maintained

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. 935 CMR 500.105(9)

9. Employee Records

The Chief Operating Officer or designee must maintain accurate agent records for each employee. Such records must be maintained for a recommended five years and include:

1. Job descriptions for each agent;

2. A personnel record for each agent.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. • Personnel policies and procedures; and
5. • All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)
6. All materials submitted to the CCC;
7. A copy of their CCC issued registration;
8. Documentation of verification of references;
9. Documentation of all training received by the agent and the signed statement of the agent indicating the date, time and place the training was received and the topics discussed, including:
10. The name and title of trainers; and
11. Documentation of periodic performance evaluations and a record of any disciplinary action taken.

10. Inventory Records

ATL will maintain inventory records as designated and required by 935 CMR 500.105(8). *935 CMR 500.105(9).*

ATL will maintain Seed-to-sale tracking records for all marijuana samples as required by 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*

Sample history; Sample errors

A "total inventory in storage" by location and batch report that records user, date, time, item, quantity and storage access in chronological order must be kept.

A "Controlled Substances Vault Compare" report that allows administrators to cross-reference the inventory that leaves the storage area and arrives at the lab bench to the inventory at that location will be produced. Transactions that do not match show up on this report by location, item, quantity, date, time and user. There will also be a "Review Send" report that provides detailed information regarding the removal of cannabis from the storage area, specifying the user, time, date, item, quantity and intended destination.

11. Internal Laboratory Reports

The internal laboratory reports are required for the following laboratory activities including sample receiving, tracking, storage and disposal; sample preparation, analysis and documentation; standards preparation, documentation, handling and storage; standards and chemical receiving, tracking, storage and disposal; instrument and equipment operation and maintenance; data collection, handling, reporting and storage; records pertinent to the quality of analytical data reported.; analyst training records; monthly and yearly safety inspections and emergency responses

12. Closure or Temporary Shut-Down

In the event of closure, ATL will communicate to the CCC the procedures and actions the registered organization shall take to maintain and make available to the CCC all records required to be maintained under this part for a recommended period of five years.

13. Termination of Operations Notification

If any department of ATL that requires licensing with the CCC is closing for any reason, the Chief Executive Officer must ensure that the CCC is notified in accordance with regulations. In the case of an emergency that requires a temporary cessation of operations, the company will notify the CCC immediately for further direction and instruction on the appropriate procedures to undertake. All activities must be appropriately documented and recorded by the General Manager during any period of temporary or permanent closure. The Chief Executive Officer is responsible for the oversight of any temporary or permanent closure activities.

14. Records Maintenance

All electronic company records are recommended to be maintained for a minimum of three years or as otherwise prescribed by regulation. It is company policy to retain records in perpetuity unless a member of senior management determines the electronic record should be deleted or destroyed. The Quality Assurance Manager shall determine the need to destroy paper records.

15. Electronic Records

ATL shall maintain all company records in an electronic format. A cloud based backup system will provide a second location for a duplicate copy of all records. Client and laboratory records shall be maintained in the Metrc inventory system and attached to the batch for which the report was issued.

16. Paper Records

Quality control agent records may contain paper documents including training documentation forms. All human resources records will be maintained by administrative management and securely stored in accordance with all employment laws.

17. Additional Records Maintained

- Customer Sales Records
- Customer Profiles;
- Pricing Records
- Waste Disposal Records
- Analysis Records
- Transportation Records
- Product Disposal Records
- Salvage Records
- Maintenance Records
- Records Loss
- Incident Reporting
- Reporting of Records Incidents
- Security Records
- Theft and Loss
- Notification of Breach
- All licensing documentation and other correspondence with the CCC and all other corporate documents required by law including but not limited to meeting minutes, annual reports, and membership agreements

ATL Maintenance of Financial Records Policies and Procedures

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3. Records Manager 5
4. Technology Support 5
5. Record Creators and Users 6

SECTION IV. FINANCIAL RECORDS 6

SECTION V. RECORD INTEGRITY 7

The purpose of this policy is to provide guidance and direction on the creation and management of information and records and to clarify staff responsibilities. The records management program is intended to maintain, protect, retain and dispose of records in accordance with operational needs; federal, state, and local government regulations; fiscal and legal requirements; historical value; and business reference purposes.

For internal operational needs, all financial records need to be retained for the purpose of performing financial analysis of the company over time. As such, all financial records should be retained for a minimum of five years.

For historical purposes, all public quarterly and annual financial reports should be retained as permanent records.

The relevant federal regulatory requirements come from the SEC and the IRS. The Sarbanes-Oxley Act of 2002 requires that all financial reviews and audit material be retained for five years. The IRS states that all financial records need to be retained for up to seven years depending upon the filing conditions.

Section I. SCOPE AND APPLICABILITY

This policy applies to all finance staff across the entire organization. It specifically covers all aspects of the organization's financial business and all financial information created or received. It covers information and records stored in all formats, including:

- Documents
- Spreadsheets
- Presentations
- Email
- Memoranda
- Minutes
- Audio-visual materials
- All other electronic or scanned records

The policy also covers all applications used to create, manage or store financial information and records, including the official records management systems, email, websites, social media applications, databases and financial management systems.

Section II. POLICY

RM1-1, Tax Returns	
Description	*All tax returns filed at the federal, state or local level*
Retention Period	1. *7 years from end of applicable fiscal year* 2. *5 years from end of previous retention period* 3. *Permanent*
Disposition What happens at the end of the retention period.	All records are, by default, read-only and cannot be deleted. 1. *Lock access to finance managers only* 2. *Move to permanent archive* 3. *N/A - Permanent records have no final disposition action.*
Protection Level	1. *All edit, delete and versioning rights are removed.* 2. *The system will purge all previous versions and only the final version is retained as a record.*
Approvals	*Exceptions must be approved by the CEO, COO, Financial Manager*.
RM1-2, Financial Audit Records	
Description	All financial audit documents, spreadsheets, presentations, and correspondence
Retention Period	10 years from end of applicable fiscal year
Disposition	Permanently delete

Protection Level	All edit, delete, and versioning rights removed. All major versions are retained as a record.
Approvals	Final disposition must be approved by the CEO, COO, and Financial Manager.
RM1-X, Other Financial Records	
Description	All financial audit documents, spreadsheets, presentations, and correspondence not specifically covered in other categories
Retention Period	5 years from end of applicable fiscal year
Disposition	Permanently delete
Protection Level	All edit, delete, and versioning rights removed. All major versions are retained as a record.
Approvals	Final disposition must be approved by the CEO, COO, and Financial Manager.

Section III. ROLES AND RESPONSIBILITIES

1. EXECUTIVE OWNER

Assigned to: CEO

Responsibilities:

- Act as executive sponsor for the records management program
- Establish the records management program's vision, goals, and objectives
- Ensure the records management program receives adequate resources
- Monitor compliance to the organization's records management policies

2. POLICY OWNER

Assigned to: COO

Responsibilities:

- Own the records management policy
- Verify that the records management policy is implemented
- Verify that the records management policy is followed
- Review the records management policy annually to ensure that it is up to date with latest industry and organizational requirements

3. RECORDS MANAGER

Assigned to: Finance Records Manager

Responsibilities:

- Responsible for paper records storage
- Define records management procedures for financial records
- Perform regularly scheduled financial records disposition review
- Create and delivers records management policy training to financial staff

4. TECHNOLOGY SUPPORT

Assigned to: COO

Responsibilities:

- Maintain the electronic records management systems

- Ensure system compliance to the records management policy
- Maintain full audit records for electronic records during the duration of their retention period
- Provide reports showing the usage of the system and compliance to the records management policy
- Prevent unauthorized access or modification to electronic records
- Ensure the protection of the records, including a secure backup for the records storage that enables adequate disaster recovery

5. **RECORD CREATORS AND USERS**

Assigned to: Finance Staff

Responsibilities:

- Properly store all finance documents electronically in the corporate content repository
- Identify finance document contents through defined naming and metadata conventions
- Send reference links to documents internally and not the actual document via email and chat to limit proliferation of document copies

Section IV. FINANCIAL RECORDS

All the accounting records and related financial information, including minutes of management meetings, all relevant information in full and explanations relevant to the purpose, preparation and maintenance of the accounting records are to be maintained.

The following business records shall be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. 935 CMR 500.105(9)

Additional financial records to be maintained include:

a) write up the accounting records of ATL and; complete the postings to the nominal ledger including journal entries;
b) keep the records of receipts and payments;
c) reconcile the balances monthly with the bank statements;

d) post and balance the purchases and sales ledgers;
e) extract a detailed list of ledger balances;
f) prepare details of the annual inventory to analysis reconciliation, suitably detailed and extended in a form which will enable verification with sales invoices; and
g) prepare details of work-in-progress at the accounting date and supporting documentation and other information from which the WIP statement is compiled.

Section V. RECORD INTEGRITY

ATL is responsible for establishing and maintaining a knowledge and belief that, all financial information, whether used by the business or for the accounting records, is accurate and complete. ATL is also responsible for ensuring that the activities of the business are conducted honestly, and for safeguarding the assets of the business and for taking reasonable steps to prevent and detect fraud and other irregularities.

ATL makes a commitment to ensuring that the business complies with the laws and regulations that apply to its activities, and for preventing non-compliance and detecting any that occurs.

ATL Diversity Plan

The employees of ATL represent a talented and diverse workforce. Achieving the full potential of this diversity is a business priority that is fundamental to our competitive success. A key element in our workforce diversity programs is ATL's commitment to equal opportunity.

Business activities such as hiring, promotion, and compensation of employees, are conducted without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, or age. These business activities and the design / administration of ATL benefit plans comply with all applicable laws, including those dealing with equal opportunity. For qualified people with disabilities, ATL makes workplace accommodations that comply with applicable laws, and which ATL determines are reasonable and needed for effective job performance. In respecting and valuing the diversity among our employees, and all those with whom we do business, managers are expected to ensure a working environment that is free of all forms of harassment.

This policy is based on sound business judgment and anchored in our ATL Values. Every manager in ATL is expected to abide by our policy, and all applicable laws on this subject, and to uphold ATL's commitment to workforce diversity.

ATL affirmatively states the following:

1. ATL 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

2. 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.

This plan aims to ensure the promotion of equity among the following demographics: Minorities; Women; Veterans; People with disabilities; and LGBTQ+.

ATL notes the following:

1. Laws enforced by the Federal Equal Employment Opportunity Commission (EEOC) make it unlawful for Companies to discriminate against employees and job applicants on the bases of race, color, religion, sex, national origin, disability, or age.

2. Selecting a candidate (and excluding others) based on the candidate's, sex, race, disability or other protected class can result in illegal discrimination.

3. Individual employment decisions based on protected status remain unlawful in the United States.

4. ATL's total team size is relatively small and will only grow in balance with capacity and in balance with customer demand.

Section I. GOALS:

1. Create **a diverse representational team** – ATL will establish a cross distribution of individuals falling into the above-listed demographics by requiring 50% of candidates for a position represent the demographics listed above;

   ATL will aspire to hire the following:
   - 30% women;
   - 10% minorities;
   - 15% veterans;
   - 10% persons with disabilities; and
   - 15% LGBTQ+

2. **Provide Diversity Sensitivity Training** - ATL will require 100% participation in a diversity training

3. **Foster leadership responsibility in a diverse representational team** - Ensure 50% representation of individuals falling into the above-listed demographics are eligible for ATL leadership positions.

Section II. PROGRAMS

ATL will seek to increase the diversity of the entire candidate pool by:

1. Taking intentional actions to encourage individuals from the targeted diversity demographics to apply. This will be done by:
   a. Networking to providing information on employment opportunities in the community.
   b. Advertising employment opportunities in diverse publications or other mediums both on an as needed basis and with anchor "always needed" openings to maintain an active candidate pool.
      i. Advertisements will specifically include language stating that the ATL is specifically looking for candidates from the targeted demographics to apply for openings.
      ii. Examples of advertising channels include but are not limited to:
         1. MassHire Lowell Career Center
         2. Lowell Sun Newspaper
         3. Online websites - Ex Indeed, SimplyHired, ZipRecruiter, or CareerBuilder
         4. Social Media Sites - LinkedIn, Facebook, Instagram
         5. Company Website

   c. Intentionally including language in job descriptions tailored to individuals falling into the above-listed demographics with career centers; and
   d. Participating in recruitment meetings or job fairs, quarterly, with a focus on attracting individuals falling into the above-listed demographics
2. Seek diverse slates of qualified candidates when making hiring and promotion decisions.
   a. Distributing opportunities internally as soon as the opening is created and persistent on an internal job board in to encourage current employees' recommendations of individuals falling into the above-listed demographics for employment;
   b. Creating a promotion process that employs equity principles for current employees
      i. Promotions are considered based on job performance of a position below the position to be filled, time in current position and attainment of qualifications for the higher-level position.
      ii. Promotions will be considered only when a viable promotion candidate is available.
      iii. After a promotion recruitment for the lower-level position will be initiated.
3. Encouraging a culture to provide and foster networking and mentoring, by requiring diversity and discrimination in new employee onboarding training. This training will be repeated annually with recorded attendance.
   a. This is an ongoing best practice that will continue for all employees throughout their employment with ATL
   b. Topics addressed in a mentoring are unique and specific to each employee. Examples of topics that might be included are a desire to aspire to a new position that requires gaining new skills, transitioning from one part of the organization to another, a desire to become educated in an area that necessitates outside education. Additionally topics relating to social and company culture may be addressed in a mentorship meeting.
   c. Mentorship meetings are one to one meetings between the mentor and the mentee. The meetings ae held monthly.
4. Providing regular internal trainings / mentorship programs for all employees to increase skill and task competencies as a way of growing capability and qualifications for position advancement.
   a. Examples of topics presented in internal trainings include but are not limited to: Current Industrial Trend Assessment, Research Review, Advancements in Analytical Techniques, Instrumentation Maintenance Topics, and Target Analyte Discussion. Also – Harassment Awareness Training, Health and Safety in a Laboratory Setting, Understanding Environmental Impact, Waste Management Regulations, Employee Health and Well Being, Hazard Identification and Risk Assessment, Occupational Hygiene, Health and Safety Communication, Audits and Evaluations
   b. Programs will be presented from internal materials – either live or recorded - and from contracted external expert presenters.
   c. Technical Meetings will be presented monthly, HR programs are presented during on boarding and repeated annually, Safety Trainings will be presented quarterly. Attendance at all meetings is recorded in HR records.

Section III. MEASUREMENT

Metrics established to demonstrate that the identified programs in this plan have resulted in measurable success of the licensee's goals include both qualitative and quantitative.

ATL will count and record metrics for the following:

1. Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
2. Number of leadership roles assigned for people falling into the above-listed demographics since initial licensure;
3. Number of positions created since initial licensure and between each audit checkpoint;
4. Number of and type of information sessions held, and were participated in with supporting documentation;
5. Number of opportunity postings in diverse publications or general publications with supporting documentation; and
6. Number and subject matter of trainings held and the number of individuals falling into the above listed demographics in attendance.

Section IV. EVALUATION

1. Evaluation of the plan metrics will be conducted quarterly with adjustments proposed and implemented to encourage policy continuous improvement.
2. ATL acknowledges that summary progress or success of its plan will be documented upon renewal. One year from provisional licensure, and each year thereafter

ATL Qualifications and Training Standard

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Analytic testing of cannabis ensures that no poor or harmful products are released into the cannabis market. This includes Analytic Testing of:

- Pesticides
- Heavy metals
- Potency
- Moisture
- Water Activity
- Microbiology
- Foreign matter
- Residual solvents
- Mycotoxin

ATL Qualifications and Training Standard itemizes job requirements for positions in the laboratory, levels of education and a framework for training programs to enhance and support development of a highly qualified and responsible staff.

Per 935 CMR 500.105 the following is a list of anticipated positions and their qualifications.

Section I. Qualifications of Laboratory Staff

1. Analytical Chemist

a. Through understand laboratories and analytic methods
b. Have extensive experience and training on the lab equipment used
c. Provide leadership for Lab Technicians
d. Possess expertise and understanding required for reviewing raw analytical data
e. Possess expertise and understanding for proper handling and preparation of samples.
f. Take a lead role in developing new testing methods
g. Have an in-depth understanding of pesticides, solvents, and other testing elements.

Minimum Qualifications:

- Ph.D., Master's, or Bachelor's in Chemistry or a similar field, with valid experience with the testing equipment.

2. Extraction Technician

a. Prepares samples and equipment for testing.
b. Perform extraction process to prepare samples for testing.
c. Possess extensive experience as an extraction technician
d. Possess a background in inorganic and organic chemistry.
e. Must know how to prepare and maintain analytic and laboratory equipment.

Minimum Qualifications:

- Associate's or Bachelor's in Chemistry

3. Lab Manager

a. Ensuring compliance with all compliance requirements
b. Monitoring testing to ensure that acceptable levels of analytic performance are maintained
c. Aligning laboratory projects and processes towards meeting company-wide goals
d. Analyzing needs for new equipment and assessing efficacy of proposed instrument acquisitions
e. Analyzing requests for new tests
f. Assuring that all remedial actions are taken whenever test systems deviate from the laboratory's established performance specifications
g. In the event of non-conformance's, ensuring that results of test examinations are not reported until all corrective actions have been taken and the test system is properly functioning
h. Ensuring adequacy of training and competency assessment protocols in the labs

i. Annually evaluating and documenting the performance of all testing personnel
j. Reviewing Proficiency testing performance
k. Reviewing and releasing of results as needed
l. Serve as a mentor to laboratory staff
m. Promote interdepartmental cooperation toward meeting companywide goals
n. Partner with laboratory operations director to promote a culture of trust and transparency and drive strategic initiatives Qualifications
o. Working knowledge of Document Control system
p. Proficiency utilizing Microsoft Office Programs
q. Thorough understanding of regulatory requirements
r. Previous supervisory experience
s. Conducts all activities in a safe and efficient manner
t. Performs other duties as assigned
u. Strong computer, scientific, and organizational skills
v. Excellent communication (oral and written) and attention to detail
w. Ability to work independently and as part of a team, self-motivation, adaptability, and a positive attitude
x. Ability to complete physical aspects of position

Minimum Qualifications:

- Bachelor degree in Chemistry or biological or physical science plus two year's subsequent analytic laboratory experience
- Minimum of three years subsequent analytic laboratory experience within the relevant specialty
- Must be able to pass background check.

Section II. Office and Support Positions

1. Accounts Payable / Accounts Receivable Clerk

a. Receive, open, date stamp and distribute mail.
b. Match AP invoices to receiving documentation.
c. Assist in the data entry of AP invoices into ERP A/P system.
d. Assist with the application of wire payments into ERP A/P system.
e. Maintain, organize and update A/P files.
f. Prepare accounts payable checks for distribution including matching and mailing.
g. Perform other duties as required or requested.
h. Proofread daily billing Match & Mail process
i. Batch incoming payments in preparation for deposit
j. Maintain the AR email in box
k. Print customer payment invoices
l. Save daily lockbox details to the finance drive
m. File emails in customer sub folders
n. Assist with payment application into ERP A/R system

o. Perform other duties as required or requested.
p. - Must possess excellent verbal and written communication skills in English, as well as interpersonal skills.
q. - Must have the ability to analyze accounting related data.
r. - Must possess interpersonal skills.

Minimum Qualifications:

- Education - High School
- Experience - 1-4 years
- Must have the ability to use MS Word, Excel, Outlook and Accounting software
- Previous A/P and A/R experience
- Must be able to pass background check.

2. Transportation Agent

a. Drive to various RMD's to pick up samples and deliver them safely to ATL in a compliant and efficient manner.
b. Transporting samples
c. Coordinate with Client Service Manager to arrange and execute sample pickups.
d. Ensure that samples are picked up and transported in compliance with state and company policies and regulations.
e. Ensure that the operation of the company vehicle complies with all state and local traffic laws and regulations.
f. Must be aware of testing and sample requirements when receiving samples
g. Ability to drive five days a week, and up to 10-hour days including mornings and evenings.

Minimum Qualifications:

- Minimum of high school diploma.
- Must have valid MA driver's license and clean driving record.
- Must be able to pass background check.
- Must be trained on policies related to Vehicle Use, Sample Diversion, and other job specific policies.

Section III. Training Programs

Before starting any work-related duties, the employee will be familiar with work related documents. These documents include procedures, work instructions, applicable manuals and regulations. Employees undergoing training are supervised until training is completed and competency demonstrated. Training requirements are outlined and documented on the basis of the position description of duties and responsibilities. The employee will not perform any procedure, inspection, or method until all applicable training has been completed and competency

demonstrated. Training and competency records shall be maintained in the Human Resource Records. The effectiveness of training is evaluated by, but not limited to, reviews performed by management and performance evaluations. Per 935 CMR 500.105(2)

Employees will receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2) and may request additional training related to their duties. Employees submit records to supervisor and/or training coordinator for filing upon completion of training.

The following are the initial set of training programs that will be established and offered by ATL to each employee. Completion of these training programs will be required within 90 days of employment.

1. Responsible Vendor Program Training

This program that supports compliance and enhances the safety of customers and employees of cannabis businesses in the Commonwealth of Massachusetts. Provides information and education about the MA Cannabis Laws and Regulations ATL is responsible to abide by and uphold. This training ensures all Agents have standardized skills and knowledge to fulfill their duties, which will enhance service to customers and increase the safety of all who participate in the legal industry.

Training includes the following topics:

- Health and safety concerns of cannabis use, including the responsible use of cannabis, its physical effects, onset of physiological effects, recognizing signs of impairment, and appropriate responses in the event of:
- over-consumption,
- Laws and regulations on driving while under the influence,
- Sales to minor prohibitions,
- All relevant Massachusetts laws and regulations,
- Acceptable forms of identification, including how to check identification and common mistakes made in verification,
- Safe storage of cannabis,
- Compliance with all inventory tracking regulations,
- Waste handling, management and proper disposal,
- Health and safety standards at the dispensary,
- Maintenance of records,
- Security and surveillance requirements,
- Permitting inspections by State and local licensing and enforcement authorities,
- Privacy issues,
- Packaging and labeling requirements,
- Safe delivery practices

All current owners, managers, and employees will complete RVP Training prior to doors opening.

All new employees shall complete the Responsible Vendor Program within 90 days of being hired.

Responsible Vendor Program documentation will be retained as a part of Human Resource Records for four (4) years. 935 CMR 500.105(2)

2. Diversity Training

Provide awareness for employees about the expectations ATL has for establishing and maintaining the principles in the ATL Diversity Plan

3. Laboratory Safety Training

Provides employees information based on OSHA standards and guidance on laboratory hazards.

4. Sample Processing Training

Provides instruction and training on end-to-end sample preparation processes

5. Sample Analysis Training

Provide testing theory and cannabis testing methods, instruction on operation of each type of equipment used to perform ATL cannabis analysis and how to effectively run samples, and troubleshooting and basic maintenance

6. Waste Management Training

Provides instruction on the collection, accumulation, transport, storage, and disposal of chemical and hazardous waste, drain disposal practice, information instruction about regulatory standards for the management of waste chemicals, and special handling of cannabis waste.

Assured Testing Laboratory Energy Saving Plan Highlights

Assured Testing Laboratory has a multi-phase energy savings and management plan for both the buildout and operation of our laboratory. Because of the significant ventilation requirements that our laboratory must maintain in order to meet building and laboratory safety codes and the resultant high cost of conditioning the space, ATL has taken a pro-active approach to engaging our engineering and buildout teams to address energy efficiency in our lab and office design.

We have directed our buildout engineering team to specify energy saving equipment for our construction bid documents. The engineers have been directed to specify:

- LED lighting throughout the lab and office spaces
- Lighting and HVAC Occupancy Sensors for administrative offices, common rooms and cafeteria
- Variable air volume HVAC system for the lab administrative offices
- Premium efficiency motors for fans and HVAC equipment
- Variable speed drives (VSDs) for lab fume hood exhaust fans and lab makeup air systems

In addition to our energy-efficient design initiatives, ATL is also pursuing energy efficiency programs from our electric provider, National Grid, natural gas provider, Keyspan as well as through Mass Save's Business Rebates and Incentives Program.

As part of our design and buildout, we will engage Mass Save for technical expertise, design assistance and prescriptive rebates as part of the Path 4: Systems program which is part of their Commercial Pathways Program. Systems recommended as part of this program will be implemented as applicable during initial buildout.

ATL will also apply for incentives from National Grid for high performance lighting, VSDs and HVAC.

Normal operations of the facility will include an occupancy-based building management system, occupancy-based lighting sensors for the administrative areas, a laboratory lighting schedule and efficient devices.

Once the lab is operational, ATL plans to engage in a yearly energy audit and performance review to determine possible areas of improvement and energy efficiency. This review will include an audit of existing equipment for possible replacement with more efficient devices and/ or upgrades. Part of that audit will include coordination with Mass Save and our host utilities for additional incentives.