



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281354
Original Issued Date: 12/27/2021
Issued Date: 12/27/2021
Expiration Date: 12/27/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: SafeTiva Labs LLC

Phone Number: 774-280-0014 Email Address: megandobro@gmail.com

Business Address 1: 109 Apremont Way Business Address 2:

Business City: Westfield Business State: MA Business Zip Code: 01085

Mailing Address 1: 172 Long Plain Rd Mailing Address 2:

Mailing City: Leverett Mailing State: MA Mailing Zip Code: 01054

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: 40 Percentage Of Control: 20

Role: Owner / Partner Other Role:

First Name: Megan Last Name: Dobro Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10

Percentage Of Control: 20

Role: Owner / Partner

Other Role:

First Name: Matthew

Last Name: Arsenault

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 40

Percentage Of Control: 20

Role: Owner / Partner

Other Role:

First Name: Jon

Last Name: Packer

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 2.5

Percentage Of Control: 20

Role: Owner / Partner

Other Role:

First Name: David

Last Name: Smith

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 2.5

Percentage Of Control: 10

Role: Executive / Officer

Other Role:

First Name: Jane

Last Name: Smith

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 5

Percentage Of Control: 10

Role: Director

Other Role:

First Name: Michael

Last Name: Pierpont

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 50

Percentage of Ownership: 50

Date generated: 10/04/2022

Entity Legal Name: SafeTiva Founders LLC **Entity DBA:** **DBA City:** Leverett

Entity Description: Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 774-280-0014 **Entity Email:** megandobro@gmail.com **Entity Website:**

Entity Address 1: 172 Long Plain Rd **Entity Address 2:**

Entity City: Leverett **Entity State:** MA **Entity Zip Code:** 01054

Entity Mailing Address 1: 172 Long Plain Rd **Entity Mailing Address 2:**

Entity Mailing City: Leverett **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01054

Relationship Description: SafeTiva Founders LLC is a holding company with two members- Matthew Arsenault and Megan Dobro. SafeTiva Founders LLC owns 50% of SafeTiva Holdings LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 50 **Percentage of Ownership:** 50

Entity Legal Name: Pierpont and Smith Investors LLC **Entity DBA:** **DBA City:**

Entity Description: Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 203-228-2098 **Entity Email:** jsmith@conferencecentergroup.com **Entity Website:**

Entity Address 1: 261 S Main St **Entity Address 2:**

Entity City: Wallingford **Entity State:** CT **Entity Zip Code:** 06492

Entity Mailing Address 1: 261 S Main St **Entity Mailing Address 2:**

Entity Mailing City: Wallingford **Entity Mailing State:** CT **Entity Mailing Zip Code:** 06492

Relationship Description: Pierpont and Smith Investors LLC is an investment company that owns 50% of SafeTiva Holdings LLC and its members include David Smith, Jane Smith, Michael Pierpont, and Jon Packer.

Entity with Direct or Indirect Authority 3

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: SafeTiva Holdings LLC **Entity DBA:** **DBA City:**

Entity Description: Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 774-280-0014 **Entity Email:** mdobro@safetiva.com **Entity Website:**

Entity Address 1: 172 Long Plain Rd **Entity Address 2:**

Entity City: Leverett **Entity State:** MA **Entity Zip Code:** 01054

Entity Mailing Address 1: 172 Long Plain Rd **Entity Mailing Address 2:**

Entity Mailing City: Leverett **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01054

Relationship Description: SafeTiva Holdings LLC is a holding company that owns 100% of SafeTiva Labs LLC. SafeTiva Holdings LLC has two members, SafeTiva Founders LLC and Pierpont and Smith Investors LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

Date generated: 10/04/2022

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jon Last Name: Packer Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$180000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 109 Apremont Way

Establishment Address 2:

Establishment City: Westfield

Establishment Zip Code: 01085

Approximate square footage of the Establishment: 6400

How many abutters does this property have?: 20

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
Plan to Remain Compliant with Local Zoning	specialpermit.pdf	pdf	5f9c39094a2789086108bb81	10/30/2020
Certification of Host Community Agreement	HCAcertification.pdf	pdf	6009947708a18c07fbbd4760	01/21/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	60304fec4bc57307f1ff2cd6	02/19/2021
Community Outreach Meeting Documentation	SafeTiva COM packet 6-15-2021.pdf	pdf	60ca33e92f302a08623af68c	06/16/2021

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	SafeTiva - Positive Impact Plan.pdf	pdf	611d2697029a6837bd7164c4	08/18/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:**
First Name: Megan **Last Name:** Dobro **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:**
First Name: Matthew **Last Name:** Arsenault **Suffix:**
RMD Association: RMD Staff
Background Question: no

Individual Background Information 3

Role: Executive / Officer **Other Role:**
First Name: Jane **Last Name:** Smith **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Executive / Officer **Other Role:**
First Name: David **Last Name:** Smith **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 5

Role: Executive / Officer **Other Role:**
First Name: Michael **Last Name:** Pierpont **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Board Member **Other Role:**
First Name: Jon **Last Name:** Packer **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**
Entity Legal Name: SafeTiva Founders LLC **Entity DBA:**
Entity Description: Holding Company
Phone: 774-280-0014 **Email:** megandobro@gmail.com
Primary Business Address 1: 172 Long Plain Rd **Primary Business Address 2:**
Primary Business City: Leverett **Primary Business State:** MA **Principal Business Zip Code:**
01054
Additional Information: SafeTiva Founders LLC owns 50% of SafeTiva Holdings LLC and therefore 50% of SafeTiva Labs LLC.

Entity Background Check Information 2

Role: Parent Company **Other Role:**

Entity Legal Name: Pierpont and Smith Investors LLC

Entity DBA:

Entity Description: Holding Company

Phone: 203-228-2098

Email: jsmith@conferencecentergroup.com

Primary Business Address 1: 261 S Main St

Primary Business Address 2:

Primary Business City: Wallingford

Primary Business State: CT

Principal Business Zip Code:
06492

Additional Information: Pierpont and Smith Investors LLC owns 50% of SafeTiva Holdings LLC and therefore 50% of SafeTiva Labs LLC.

Entity Background Check Information 3

Role: Parent Company

Other Role:

Entity Legal Name: SafeTiva Holdings LLC

Entity DBA:

Entity Description: Holding Company

Phone: 774-280-0014

Email: megandobro@gmail.com

Primary Business Address 1: 172 Long Plain Rd

Primary Business Address 2:

Primary Business City: Leverett

Primary Business State: MA

Principal Business Zip Code: 01054

Additional Information: SafeTiva Holdings LLC owns 100% of SafeTiva Labs LLC.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CertOfOrganization.pdf	pdf	5f91b4944a2789086108a25a	10/22/2020
Department of Revenue - Certificate of Good standing	COGSUnemployment.jpeg	jpeg	600995cda4d1c407999699a1	01/21/2021
Department of Revenue - Certificate of Good standing	MassTaxCOGS_052621.pdf	pdf	60c10d2d0315ce21928ed6a1	06/09/2021
Secretary of Commonwealth - Certificate of Good Standing	COGSState.pdf	pdf	60c10e58292d28219d8988e4	06/09/2021
Bylaws	05. Safetiva Labs, LLC - Operating Agreement.pdf	pdf	60c8f073f5829808d5364872	06/15/2021

No documents uploaded

Massachusetts Business Identification Number: 001450734

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_SAFETIVA_LABS_LLC.pdf	pdf	5ffc88b736d86207eb96a3d7	01/11/2021
Proposed Timeline	SafeTiva Labs Proposed Timeline.pdf	pdf	60ca3f2df5829808d5364d68	06/16/2021
Business Plan	BusinessPlanCCC 061621.pdf	pdf	60ca3f9ec278b808ca088cfd	06/16/2021

LABORATORY CERTIFICATION

Certifying Body: NA ISO 17025 Accreditation Certificate Number: NA

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	SafeTiva Labs - Independent Laboratory Testing - Security Plan.pdf	pdf	6010714538f3c9077bbc8d85	01/26/2021
Storage of marijuana	SafeTiva Labs - Independent Testing Lab - Storage.pdf	pdf	601071469a7da608237acfa6	01/26/2021
Inventory procedures	SafeTiva Labs - Independent Testing Laboratory - Inventory Procedures.pdf	pdf	60107147c6de99078eaa9eed	01/26/2021
Maintaining of financial records	SafeTiva Labs - Independent Testing Laboratory - Maintaining of Financial Records.pdf	pdf	6010714895aefe083da13a5e	01/26/2021
Personnel policies including background checks	SafeTiva Labs - Independent Testing Laboratory - Personnel Policies Including Background Checks.pdf	pdf	6010714991465f076d75d348	01/26/2021
Prevention of diversion	SafeTiva Labs - Independent Testing Laboratory - Prevention of Diversion.pdf	pdf	6010716595aefe083da13a62	01/26/2021
Record Keeping procedures	SafeTiva Labs - Independent Testing Laboratory - Record Keeping Procedures.pdf	pdf	601071679b156e07a0631c3c	01/26/2021
Restricting Access to age 21 and older	SafeTiva Labs - Independent Testing Laboratory - Restricting Access to age 21 or older.pdf	pdf	60107168acd73907b60f443a	01/26/2021
Transportation of marijuana	SafeTiva Labs - Independent Testing Laboratory - Transportation Plan.pdf	pdf	60119d37c6de99078eaaa26f	01/27/2021
Quality control and testing	SafeTiva Labs - Independent Testing Laboratory - Quality Control and Testing.pdf	pdf	60119d9d9aa497082efbda5f	01/27/2021
Dispensing procedures	SafeTiva Labs - Independent Testing Laboratory - Dispensing Procedures.pdf	pdf	6011a0d208a18c07fbbd5d02	01/27/2021
Energy Compliance Plan	SafeTiva Labs Energy Compliance.pdf	pdf	60369692425ec707cc817d70	02/24/2021
Qualifications and training	SafeTiva Labs - Independent Testing Laboratory - Qualifications and Training.pdf	pdf	60fa07c5ca9506085969a1dd	07/22/2021
Diversity plan	SafeTiva Labs Diversity Plan.pdf	pdf	611d276cb6c7ee37de467f7e	08/18/2021

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: 6:00 AM	Monday To: 12:00 AM
Tuesday From: 6:00 AM	Tuesday To: 12:00 AM
Wednesday From: 6:00 AM	Wednesday To: 12:00 AM
Thursday From: 6:00 AM	Thursday To: 12:00 AM
Friday From: 6:00 AM	Friday To: 12:00 AM
Saturday From: 6:00 AM	Saturday To: 12:00 AM
Sunday From: 6:00 AM	Sunday To: 12:00 AM



City of Westfield

PLANNING BOARD DECISION

SPECIAL PERMIT / SITE PLAN APPROVAL

Cannabis Testing Lab

SUBJECT PROPERTY: 109 Apremont Way

APPLICANT: SafeTiva Labs
172 Long Plain Rd., Leverett MA 01054

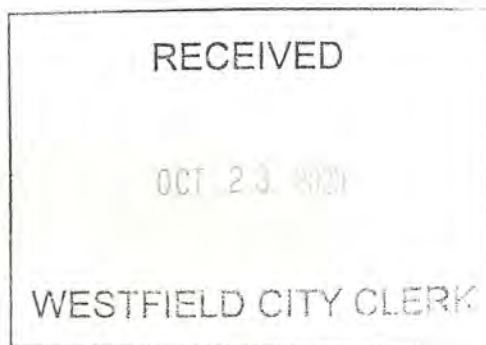
OWNER: Triple Seven, LLC
107 Valley Rd., Southampton, MA 01073

DEED REFERENCE: H.C.R.D. Book 23201 Page 309 (parent parcel)
ASSESSORS REF: Map 57R Lot 17
ZONING DISTRICT: Industrial A

FILING DATE: September 17, 2020
CITY CLERK FILE #: 2905
MUNIS #: 20201844

NOTICES PUBLISHED: October 5 & 12, 2020
NOTICES MAILED: October 5, 2020

HEARING: October 20, 2020
DECISION: October 20, 2020



Decision

Following a duly noticed public hearing conducted remotely, the Planning Board APPROVED (7-0) a Special Permit/Site Plan per Zoning Sec. 4-90.3(2)/6-10 & 4-90.4(2) for a marijuana production (testing lab) operation. Members Goyette, Carellas McEwan, St. Hilaire, Crowe, Magarian and Bowen voted in favor of a motion to so approve, with the findings and conditions herein. The votes of Associates Puza and Salois were not needed.

General Conditions

This approval shall not take effect until such time as the applicant has recorded in the Hampden County Registry of Deeds a copy of this decision bearing the certification of the City Clerk that twenty days have elapsed after the decision has been filed in the office of the City Clerk and no appeal has been filed or that if such appeal has been filed, that it has been dismissed or denied.

The application, evidence and testimony presented at the public hearing are necessarily incorporated herewith to more fully describe the scope and basis of this approval. Any change, extension or alteration of the use or site, as then proposed, shall require prior written approval. Minor changes or deviations may be permitted by an administrative action of the Board; other changes may require a formal amendment or additional approval.

The Board retains its jurisdiction and right, on its own motion, to reconsider, revoke or amend this approval (after holding a public hearing in accordance Section 1-50.2) when it has cause to believe there had intentionally been false or misleading information given, or there is repeated material noncompliance with any condition imposed herein.

This approval shall run with the land and, unless otherwise conditioned below, the parties constituting the applicant and owner shall be inclusive of their successors and assigns.

Unless exception is made, the rights granted through this approval shall lapse if not exercised by the substantial use or subject construction being commenced within 2 years.

Special Conditions

The Board found valid cause and authority, pursuant to Sections 1-50.7 and 6-10.2 of the Zoning Ordinance, to impose the following conditions of this approval:

1. The site/use shall be developed and maintained in accordance with the approved site plan, entitled "Proposed Site Plan" (Project #200803) revised 10/20/20 as prepared by R Levesque Associates, Inc., signed and sealed by Robert M. Levesque, RLA; and in conformance with the submitted photometric plan, sheet SL-1 dated 10/2/20 as prepared by Illuminate.

After expiration of the appeal period, a paper and a digital (PDF) copy of the site plan, incorporating any modifications herein conditioned, shall be submitted to the Planning office prior to making application for a building permit or commencing the subject site construction.

2. As a proposed lot line is indicated to alter 109 Apremont Way (the parent parcel), any such alteration to its existing lot lines shall include executed appropriate cross-easements for access/circulation, utilities or other built common elements (so as to enable the site plan to function without hindrance) prior to any separation of common ownership.

Findings

After giving due consideration to the application, testimony and evidence at the public hearing, the Board found that (1) The specific site is an appropriate location for such marijuana testing lab facility; (2) The specific use will not adversely affect the neighborhood, even as a residential use/district exists in the vicinity; (3) Adequate and appropriate facilities will be provided for the proper operation of the proposed use; (4) The plan as approved conforms to all rules and regulations.

As no substantive changes to the built site are proposed, in reviewing the site plan the Board found that (1) the site plan (as it exists) is in conformance with the intent of the zoning district and does not take precedence over specific provisions of the zoning ordinance; (2) all buildings, structures, uses, equipment and materials are readily accessible for police and fire protection as the plans have been submitted to public safety departments with no exceptions taken; (3) adequate off-street parking and loading spaces are provided to prevent on-street and off-traffic congestion; all required parking spaces, maneuvering areas are suitably identified and designed to meet standards specified within this ordinance; and provision exists for safe pedestrian movement; (4) pedestrian access ways do not create traffic hazards and are: adequate, but not excessive in number; adequate in width, grade, alignment, and visibility; adequate distance from the street corners, places of public assembly and other access

ways; and adequate design for other safety considerations; (5) the existing landscaping of the site complies with the purpose and intent of this ordinance); parking, storage, refuse and service areas are suitably screened (6) lighting of the site is adequate at ground level for the protection and safety of the public in regard to pedestrian and vehicular circulation; as no waivers were granted, any new exterior lighting will conform to the ordinance standards; (7) all utility systems are suitably located, adequately designed and properly installed to serve the proposed uses, and to protect the property from adverse pollution. Additionally, (8) there are no sensitive environmental land features such as steep slopes, wetlands, and large rock outcroppings nor public scenic views or historically significant features; and (9) the location and size of proposed use as well as the nature and intensity of the operations involved or conducted in connection therewith, will be in general harmony with the surrounding mixed use and predominately non-residential neighborhood.

Further, based on the submitted security narrative, the facility will provide adequate and appropriate security measures and, as a testing lab located in an existing building, there will be no adverse or inconsistent olfactory impacts or visual impacts on the neighborhood. The project also appears reasonably capable of meeting all applicable regulations and permitting requirements of the Commonwealth of Massachusetts.

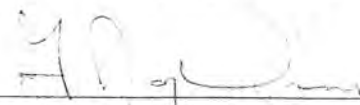
Enforcement

This permit and its conditions are enforceable by the Superintendent of Buildings, pursuant to Section 1-10.1 of the Zoning Ordinance, and subject to the penalties authorized therein.

Appeal

Any person aggrieved as a result of this action by the Board has the right of court appeal if that appeal is filed in Superior, Housing or Land Court within 20 days of the filing of this decision with the City Clerk's Office of the City of Westfield, as pursuant to M.G.L. Chapter 40A, Sec. 17.

For the PLANNING BOARD of the CITY OF WESTFIELD, Attest


Jay Vinskey, Principal Planner

CITY CLERK'S CERTIFICATION

FILE NO. 2905

CITY CLERK'S OFFICE
WESTFIELD, MASSACHUSETTS

DATE:

I,, CLERK OF THE CITY OF WESTFIELD HEREBY CERTIFY THAT THE NOTICE OF THIS DECISION RENDERED BY THE WESTFIELD PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE, AND THAT NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Safetiva Labs LLC

2. Name of applicant's authorized representative:

Megan Dolio

3. Signature of applicant's authorized representative:

Megan Dolio

4. Name of municipality:

City of Westfield, MA

5. Name of municipality's contracting authority or authorized representative:

Donald F. Humason, Jr.



6. Signature of municipality's contracting authority or authorized representative:

Donald F. Humason, Jr.

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mayor.humason@cityofwestfield.org

8. Host community agreement execution date:

January 12, 2021



SafeTiva Labs LLC
Plan to Remain Compliant with Local Zoning

According to the City of Westfield's local zoning Article IV Section 4-90 Marijuana Establishments, an Independent Testing Laboratory shall be classified and allowed in the same manner as any other light industrial use. A Zoning Determination Form must be submitted to the Building Department and by the cannabis nature of the business, a Special Permit will be required by the Planning Board. No property line shall be located within 500 feet of the lot line of any pre-existing public or private school; nor within 500 feet of the limits of any pre-existing park; nor within 500 feet of the limits of the Columbia Greenway Rail Trail; nor within 300 feet of any residential district or of any lots containing a pre-existing residential dwelling unit or structure used for religious worship.

SafeTiva Labs submitted our Zoning Determination Form on 7/27/20 and it was determined on 8/4/20 that we would need a Special Permit and Site Plan Approval through the Planning Board per Zoning Ordinance Sections 4-90.3(2) Regulated Use/Production and 4-90.4(2) Proximity to a Residential Zone.

SafeTiva Labs submitted our Special Permit Application and Site Plans to the Planning Board on 9/16/20, and our Site Plans and Special Permit were approved unanimously at a public hearing on 10/20/20. With our application we submitted an operations plan, including a description of all activities to occur on site, evidence to support the required findings and adequate floor plans, as required by Article IV Section 4-90.4.1.

At this point, SafeTiva Labs LLC has satisfied all local ordinances and will remain in contact with municipal officials to ensure we remain up to date with all zoning ordinance changes and requirements.

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):
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:

b. Name of publication:

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:

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:

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:

Safetiva Labs LLC

Name of applicant's authorized representative:

Megan Dobro

Signature of applicant's authorized representative:

Megan Dobro





City of Westfield
OFFICE OF THE MAYOR



59 Court Street Room 200
Westfield, MA 01085
413-572-6201

Donald F. Humason, Jr., Mayor

October 5, 2020

Megan Dobro, Ph.D
Safetiva Labs, LLC
172 Long Plain Road
Leverett, MA 01054

RE: Request for Virtual Public Outreach

Dear Dr. Dobro:

Pursuant to applicable laws and regulations, I am writing in response to your verbal request for local permission to conduct any public outreach hearing required relative to siting a marijuana testing laboratory facility through an accessible remote/virtual method.

Please accept this letter as formal permission allowing you to conduct the required public outreach through a virtual meeting.

This approval is conditioned upon your agency abiding by the guidelines set forth by the Massachusetts Cannabis Control Commission in its Administrative Order No. 2, issued April 27, 2020.

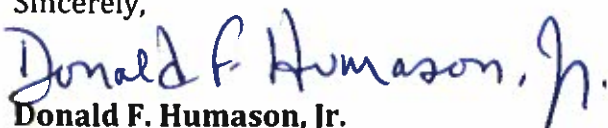
I am enclosing a copy of the Administrative Order for your reference.

Additionally, I ask that you provide my office with a written notification of your hearing, including the time and date of the hearing and instructions on how to join the hearing virtually no less than five days in advance of the meeting or in compliance with whatever minimum notice requirements are set by the Massachusetts Cannabis Control Commission.

Such notification can be accepted via email at mayor.humason@cityofwestfield.org.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,



Donald F. Humason, Jr.
Mayor

SafeTiva Labs

Link to Community Outreach Meeting 6/15/2021

<https://youtu.be/0GATdIxbSS4>

SafeTiva Labs LLC

A Community Outreach Meeting was held on June 15, 2021 at 6pm via Zoom meeting. There were 3 people in attendance and a recording of the meeting was created.

(May 28, 2021)

ATTACHMENT A

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Independent Testing Laboratory is scheduled for **Tuesday, June 15, 2021 at 6:00 p.m.** In light of COVID-19, it will be held via Zoom Meeting.

Join the meeting at:

<https://us06web.zoom.us/j/84487846362> or
by calling (929) 205-6099 and entering
Meeting ID 844 8784 6362.

The proposed Marijuana Independent Testing Laboratory is anticipated to be located at 109 Apremont Way, Westfield, MA 01085. There will be an opportunity for the public to ask questions.

Dear Annie

By ANNIE LANE

Unwanted Invitations

Dear Annie: I read your column in my local paper, and you seem to respond in an unbiased manner, so I am turning to you for advice.

Over the past few months, I have received invitations to a 1-year-old's birthday party, a graduation and a wedding reception (not the wedding). In each case, the inviter was an acquaintance whom I know casually. I don't consider any of them to be a close friend, especially the graduate, whom I am "friends" with on social media but haven't seen or spoken to in over a year and a half.

All of the invitations were sent electronically. I am wondering whether the new world of technology has cheapened the tradition of celebrations. I can't help but feel that the invitations were not sincere and I was just included on mass lists of invitees gathered from social media. Receiving them has made me feel used, in a way.

I do not plan on attending any of the events. The dilemma I am facing is whether to send gifts. I was always taught that if I receive an invitation to an event, I should give a present even if I am unable to attend. However, I am confused about what is expected in situations such as these.

I want to do the right thing but not feel taken advantage of. -- *Unsure in Texas*

Dear Unsure: An invitation is not an obligation. It goes for both gifts and attendance. You should worry about buying a gift only if you're going to attend, and you should attend only if you truly care. If not, sending your regrets and best wishes is more than sufficient.

Dear Annie: How do I tell a guy I just started

dating that I can't stand his mustache? First of all, it is not attractive at all. Then there is the matter of how, when he kisses me, it feels like sharp spikes going into my skin. I have dated and kissed other guys with mustaches and did not feel the same discomfort, so I'm not sure what the deal is.

I like him and enjoy his company. I don't want to hurt his feelings. What can I do? -- *'Stache-Scratched*

Dear 'Stache-Scratched: Speak up in behalf of your upper lip. After all, it would be hurtful to your new boyfriend if you wriggled away whenever he went in for a kiss and he didn't know why. There are plenty of remedies he could try -- such as trimming less often and softening it with conditioner or coconut oil -- short of shaving his mustache. Although you'd prefer he just shave it because you don't like the way it looks, that's not your call. To insist that a partner change his or her appearance is to be controlling. You can politely make your feelings known. (For example, you could say, "I would love to see you without a mustache. I bet you'd look even handsomer.") But ultimately, it's up to him. Who knows? With time, the mustache might actually grow on you.

"Ask Me Anything: A Year of Advice From Dear Annie" is out now! Annie Lane's debut book -- featuring favorite columns on love, friendship, family and etiquette -- is available as a paperback and e-book. Visit <http://www.creatorspublishing.com> for more information. Send your questions for Annie Lane to dearannie@creators.com.



LEGAL NOTICES

(May 28, 2021)

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampden Division

Docket No. HD21P0954EA

INFORMAL PROBATE PUBLICATION NOTICE

Estate of: **Kenneth Philip Crosscup**
Also Known As: **Kenneth Crosscup and
Kenneth P. Crosscup**
Date of Death: **April 15, 2021**

To all persons interested in the above captioned estate, by Petition of

Petitioner **Karen E Varao of Westfield, MA**

a Will has been admitted to informal probate.

Karen E Varao of Westfield, MA

has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

From the Law Office of W. Rockne Palmer
48 E. Silver St., Suite 1
Westfield, MA (413) 568-4351
wrocknepalmer@msn.com

(May 28, 2021)

AUTO

CASH FOR CARS
high-end, total cash
towing and sale
tool Call 844-877-0023

TIMOTHY'S AUTO SALES

We might have exactly what you want, if not, let us locate it for you!
Specializing in vehicles under \$4,000.

Bartlett Street, Westfield
(413)568-2261

AUTO SERVICES

CASH FOR JUNK AND REPAIRABLE CARS
Free Towing! Friendly, Fast,
Same Day Service!
Call/Text 413-219-6839

Donate Your Car to Veterans Today! Help and Support our Veterans. Fast - FREE pickup. 100% tax deductible. Call 1-800-245-0398

CAREER TRAINING

TRAIN ONLINE TO DO MEDICAL BILLING!
Become a Medical Office Professional at CTI!
Get trained & certified to work in months! Call 888-572-6790. (M-F 8-6 ET)

CHINNEY SWEEPS

HENTNICK CHINNEY SWEEPS

Chimney repairs and rebuilds. Stainless steel caps and liner systems. Inspections, masonry work and gutter cleaning. Free estimates. Insured. Quality work from a business you can trust. (413)848-0100, (800)793-3706.

A STEP ABOVE THE REST! JMF CHIMNEY SERVICE

Need chimney repair?
We do brick repair, crown seals and repairs. Stainless steel liner installs, as well as stainless rain caps. We sweep all flues. Stove installations. Free estimates provided. Other services available.



ATTACHMENT B

June 7, 2021

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Independent Testing Laboratory is scheduled for Tuesday, June 15, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://us06web.zoom.us/j/84487846362>

Meeting ID: 844 8784 6362

or Via Dial-in: (929) 205-6099 and enter Meeting ID

The proposed Marijuana Independent Testing Laboratory is anticipated to be located at 109 Apremont Way, Westfield, MA 01085. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of SafeTiva Labs,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Property Address	Owner	2nd Owner	Mailing Address	2nd address	City	State	Zip
	Mayor Donald F. Humason, Jr.	City of Westfield	59 Court Street	Room 200	Westfield	MA	1085
	Planning Board	City of Westfield	59 Court Street		Westfield	MA	1085



ATTACHMENT C

June 7, 2021

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Independent Testing Laboratory is scheduled for Tuesday, June 15, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://us06web.zoom.us/j/84487846362>

Meeting ID: 844 8784 6362

or Via Dial-in: (929) 205-6099 and enter Meeting ID

The proposed Marijuana Independent Testing Laboratory is anticipated to be located at 109 Apremont Way, Westfield, MA 01085. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of SafeTiva Labs,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



Firm Mailing Book For Accountable Mail

Name and Address of Sender

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- Adult Signature Restricted Delivery
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- Certified Mail Restricted Delivery
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- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Affix Star (for additional Postmark)



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Charge

If Registered

Value

Sender if COD

Fee

Fee

Fee

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Fee

Fee

Fee

SH Fee

1. Mayor Donald F. Humason, Jr.
City of Westfield
59 Court Street Room 200
Westfield MA 01085
2. Planning Board
City of Westfield
59 Court Street
Westfield MA 01085
3. [REDACTED]
WESTFIELD MA 01085
4. [REDACTED]
WESTFIELD MA 01085
5. [REDACTED]
WESTFIELD MA 01085
6. [REDACTED]
WESTFIELD MA 01085
7. [REDACTED]
WESTFIELD MA 01085
8. [REDACTED]
WESTFIELD MA 01085

Total Listed by Sender

Received at Post Office

Postmaster, Per (Name of receiving employee)

Handling Charge - If Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



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 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
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Postmark with Date of Receipt.

USPS Tracking/Article Number	Address (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. [REDACTED] WESTFIELD MA 01085	[REDACTED]													
2. [REDACTED] WESTFIELD MA 01085	[REDACTED]													
3. [REDACTED] SOUTHWICK MA 01077	[REDACTED]													
4. [REDACTED] WESTFIELD MA 02763	[REDACTED]													
5. [REDACTED] MONTGOMERY MA 05957	[REDACTED]													
6. [REDACTED] WESTFIELD MA 01085	[REDACTED]													
7. [REDACTED] WORCESTER MA 01609	[REDACTED]													
8. [REDACTED] WESTFIELD MA 01085	[REDACTED]													

Handling Charge - If Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Total Number of Pieces: _____
 Listed by Sender: _____
 Received at Post Office: _____

Attmaster, Per (Name of receiving employee)



Name and Address of Sender

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
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1. [REDACTED]
WORCESTER, MA MA 01609

2. [REDACTED]
WESTFIELD MA 01085

3. [REDACTED]
WESTFIELD MA 01085

4. [REDACTED]
WESTFIELD MA 01085

5. [REDACTED]
WESTFIELD MA 01085

6. [REDACTED]
WESTFIELD MA 01085

7. [REDACTED]
WESTFIELD MA 01085

8. [REDACTED]

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

Handling Charge - If Registered and over \$50.00 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



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 844 HIGHLAND AVE
 NEEDHAM HEIGHTS, MA 02494-9998
 (800)275-8777

06/07/2021 05:00 PM

Product	Qty	Unit Price	Price
Mailer 6 x 10	1	\$1.79	\$1.79
US Flag Coil/100	1	\$55.00	\$55.00
CTOM - Firm - Domestic	22		\$9.68

Grand Total: \$66.47

Credit Card Remitted \$66.47

Card Name: VISA
 Account #: XXXXXXXXXXXX7320
 Approval #: 617000
 Transaction #: 593
 AID: A0000000031010 Chip
 AL: VISA CREDIT
 PIN: Not Required

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 Clerk: 13

SafeTiva Labs LLC

POSITIVE IMPACT PLAN *Governed by M.G.L. c. 94G, §4 and 935 CMR 500.101(1)(a)(11)*

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, SafeTiva Labs ("SafeTiva" or "the Company") has created the following Positive Impact Plan.

SafeTiva is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition specifically the following groups that the Cannabis Control Commission has identified:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

To support such populations, SafeTiva has created a Positive Impact Plan, summarized below, and has identified a goal and priorities.

GOAL #1: Provide at least three (3) Massachusetts residents who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAM: Our commitment to positively impact disproportionately harmed populations is an essential part of the company's ethos. Specifically, to implement the defined Goal, SafeTiva will:

Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers and CCC boards. Specific sources utilized will include, but not be limited to, the Westfield News and other local periodicals. The workshop will be held at SafeTiva's facilities or other such location that is deemed appropriate, and will each have a capacity of at least 10 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS: SafeTiva will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that SafeTiva meets the Plan's goal. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

SafeTiva Labs LLC

Record Sealing Workshop: SafeTiva will document the workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

GOAL #2: Hiring preference will be given to individuals from the areas of disproportionate impact, including Springfield, West Springfield, Amherst, Holyoke, and Greenfield. SafeTiva will advertise all jobs in at least three (3) media outlets in those areas, including *The Republican* newspaper, *The Recorder* newspaper, and *MassLive.com*.

PROGRAM: SafeTiva will post all job advertisements in at least three (3) local media sources that have distribution to Amherst, West Springfield, Greenfield, Holyoke and Springfield, including *The Republican* newspaper, *The Recorder* newspaper, and *MassLive.com*.

MEASUREMENTS: SafeTiva will be able to track progress by keeping records of the job postings that were published in the local papers and keep track of the number of individuals from those areas (Amherst, Worcester, Greenfield, West Springfield, Holyoke and Springfield) who apply for jobs with SafeTiva and those who were ultimately hired by SafeTiva. If the data collected shows SafeTiva is not succeeding in creating jobs for the group(s) identified, SafeTiva will adjust our approach in alignment with this goal.

DISCLOSURES

SafeTiva acknowledges 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.

Any actions taken, or programs instituted, by SafeTiva will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

SafeTiva understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.103(4)(b).



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001450734

1. The exact name of the limited liability company is: SAFETIVA LABS LLC

2a. Location of its principal office:

No. and Street: 172 LONG PLAIN RD
 City or Town: LEVERETT State: MA Zip: 01054 Country: USA

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

No. and Street: 172 LONG PLAIN RD
 City or Town: LEVERETT State: MA Zip: 01054 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MEGAN DOBRO
 No. and Street: 172 LONG PLAIN RD
 City or Town: LEVERETT State: MA Zip: 01054 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MEGAN JOYCE DOBRO	172 LONG PLAIN RD LEVERETT, MA 01054 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MEGAN JOYCE DOBRO	172 LONG PLAIN RD LEVERETT, MA 01054 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of July, 2020,

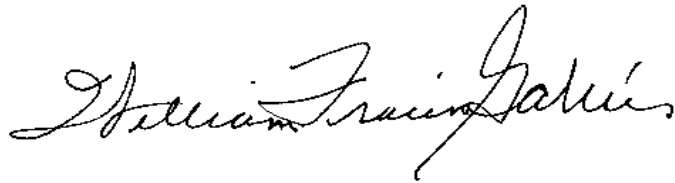
MEGAN DOBRO

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

July 30, 2020 11:55 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Megan Dobro, an
authorized representative of SafeTiva Labs certify that
SafeTiva Labs does not currently have employees and is therefore unable
to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate
of Good Standing or Compliance.

Megan Dobro

Signature of Agent

Date 10/5/20

Name: Megan Dobro

Title: Owner and CEO

Entity: SafeTiva Labs



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SAFETIVA LABS LLC
172 LONG PLAIN RD
LEVERETT MA 01054-9507

000002

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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:

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

May 18, 2021

TO WHOM IT MAY CONCERN:

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

SAFETIVA LABS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 30, 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: **NONE**

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

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



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

SAFETIVA LABS, LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of Safetiva Labs, LLC, a Massachusetts limited liability company, (the "LLC") dated as of January 19, 2021, is by and among the Members set forth on **Schedule A**.

RECITALS

The LLC was formed on July 30, 2020 as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act at Massachusetts General Laws Chapter 156C (the "Act") pursuant to a Certificate of Organization filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

TERMS

In consideration of their mutual covenants herein, the parties hereby agree as follows:

1. Members; Manager.

a. Those persons set forth on **Schedule A**, attached hereto, and each person hereafter admitted to membership in the LLC from time to time, and who has not disassociated as a member as provided herein or in the Act, are each herein referred to as a "Member" and collectively as the "Members." The Members of the LLC, and the number and type of Units held by each, are set forth in **Schedule A** hereto.

b. The LLC shall be managed by one or more persons from time to time serving as Manager. The initial Manager shall be **Megan J. Dobro**. The Members may remove any Manager and may appoint one or more persons to serve as Manager, by action of a Majority in Interest (as hereinafter defined) of the Members. Subject to and except as otherwise provided by the provisions of this Agreement, any Manager may exercise all the powers and privileges granted by the Act, any other law, or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, property or affairs of the LLC. There need only be one Manager and no Manager need be a Member of the LLC. If there is more than one person serving as Manager and any such person becomes unwilling or unable or ceases to so serve, the remaining person or persons so serving shall serve as Manager or Managers, as the case may be. The Members may from time to time appoint one or more additional Managers by action of a Majority in Interest of the Members. If any Manager is removed as Manager or is unwilling or unable or ceases to serve as Manager, and there is no Manager then serving, a Majority in Interest of the Members may appoint a successor.

c. All decisions of the Members entitled to vote on a matter shall be made by action of a those Members holding more than fifty percent (50%) of the outstanding Voting Units (a “Majority in Interest”), unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required. No meeting or notice shall be required for any such action, and a Majority in Interest of the Members may act by written consent without notice to the remaining Members. No Member, by reason of such Member’s status as such, shall have any authority to act for or bind the LLC, and may only vote upon or approve the actions specified herein to be voted upon or approved by the Members.

d. “Membership Interest” means, an interest in the LLC owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Members), (i) to any allocations of Profits, Losses and other items of income, gain, loss and deduction of the LLC; (ii) to a distribution of the assets of the LLC; (iii) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (iv) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Act. “Percentage Interest” means, as to each Member, the percentage that the number of Units owned by such Member is of the number and type of Units owned by all Members, as set forth from time to time opposite such Member’s name on **Schedule A** hereto, and as determined pursuant to Section 1(g) herein. The Managers shall amend such schedule from time to time in accordance with the provisions hereof. The combined Percentage Interests of all Members of the LLC shall at all times equal 100 percent.

e. “Units” means the units issued hereunder in respect of a Member’s Membership Interest, and shall also include any equity security issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization. The LLC shall have three classes of Units, Class A, Class B, and Class C, which shall have the rights and interests as set forth herein. Class A Units shall be “Voting Units” and Class B and Class C shall be “Non-Voting Units”. Members holding “Voting Units” shall have the right to vote on matters presented to the Members. Unless a Member holds Voting Units, such Member shall have no right to vote such Membership Interest except as required by law.

f. As of the date hereof, the LLC shall have the following Units authorized and issued:

- i. **Sixty-five Thousand (65,000)** Class A Units authorized, of which Sixty-five Thousand (65,000) are issued and outstanding.
- ii. **Twenty-five Thousand (25,000)** Class B units authorized, of which zero (0) are issued and outstanding.

- iii. **Ten thousand (10,000)** Class C Units, of which none are issued and outstanding. The Class C Units (i) shall be issued pursuant to the Plan (or any successor plan) and be subject to the terms and conditions set forth in this Agreement, the Plan (or any successor plan) and any applicable Award Agreement and (ii) may be granted subject to a Hurdle Amount so as to cause such Class C Unit to constitute a “profits interest” (within the meaning of IRS Revenue Procedure 93-27 and 2001-43) for federal income tax purposes. Members shall not be required to make any capital contribution to the LLC in respect of their Class C Units, and such Class C Members shall have an initial Capital Account of zero with respect to any Class C Units issued. The LLC shall treat each Member holding a Class C Unit as the owner of a profits interest from the date the Class C Unit is granted, and shall allocate to such Member his, her or its distributive share of all items of income, gain, loss, deduction and credit associated with such profits interest as required pursuant to this Agreement. Such Class C Members shall take into account such distributive share in computing their federal income tax liability for the entire period during which they hold their Class C Units. All Class C Units are intended to constitute “profits interests” for federal income tax purposes, and the provisions of this Agreement shall be interpreted and applied in accordance with that intent; provided, that none of the LLC, or any other Person shall have liability to any Person in connection with any determination made by, or position taken by, any taxing or other governmental authority or the LLC that any Class C Unit does not constitute a “profits interest” for federal income tax purposes for any reason.

- g. The Percentage Interest represented by each Units shall, with respect to each Class of Units, be determined as follows
 - i. The Class C Units, collectively, shall have a Percentage Interest equal to the number of Class C Units issued and outstanding from time to time divided by the total number of Class C Units authorized, multiplied by 10%. Each individual Class C Unit shall have a Percentage Interest equal to the total Percentage Interest of all Class C Units multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of issued and outstanding Class C Units.
 - ii. The Class A and Class B Units, collectively, shall have a Percentage Interest such that the total Percentage Interest shall equal 100 percent. Each individual Class A or B Unit shall have a Percentage Interest equal to the total Percentage Interest of all Class A and B Units collectively, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of issued and outstanding Class A and B Units.

h. The Managers, by a writing executed by a majority of the Managers, may appoint one or more officers of the LLC, each officer to perform such duties as the Managers may by such writing assign to such officer. No officer need be a Manager or a Member. An officer may be removed from office by a writing executed by a majority of the Managers. Neither the creation of any officer position nor the appointment of any officer shall limit the Managers' ability to exercise all the powers and privileges granted by the Act, any other law, or this Agreement, together with any powers incidental thereto.

2. Capital Contributions; Capital Accounts; and Liability of Members.

a. Each Member has contributed cash and other property to the capital of the LLC as reflected in the LLC's records. Additional Capital Contributions may be made by any Member with the written consent of a Majority in Interest of the Members and all of the Managers then serving, and shall be reflected on **Schedule A** hereto.

b. Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to make any additional Capital Contribution to the LLC. No interest shall accrue on any Capital Contributions, and no Member shall have the right to withdraw or to be repaid any Capital Contribution of such Member or to receive any other payment in respect of such Member's Membership Interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

c. A separate Capital Account shall be established for each Member, and shall be maintained in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any Capital Contribution (net of any liabilities securing the contributed property that the LLC assumes or takes subject to) made by such Member to the LLC, the amount of any LLC liability assumed by such Member (other than in connection with the distribution of LLC property), and such Member's allocated share of the net profits of the LLC, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member (net of any liabilities such Member assumes or takes subject to) the amount of any liabilities of such Member assumed by the LLC (other than in connection with a contribution), and such Member's allocated share of the net losses of the LLC. The current Capital Account balance of each Member as of the date hereof is set forth on **Schedule A**.

d. No Member, in such Member's capacity as a Member or Manager, shall have any liability to restore any negative balance to such Member's Capital Account. In no event shall any Member, in such Member's capacity as a Member or Manager, be personally liable for any debt, liability or obligation of the LLC.

3. Return of Contributions. No Member may demand return of such Member's Capital Contribution. Each Member's Capital Contribution shall be returned to such Member upon the termination and liquidation of the LLC to the extent the remaining assets of the LLC are sufficient therefore after distributions pursuant to the Act. With the written consent of a Majority in Interest of the Members and all of the Managers then serving the Member's contribution may be distributed to the Members prior to termination and liquidation to the extent permitted by the Act. No Member may demand or receive property other than cash in return for such Member's Capital Contribution.

4. Distributions.

a. Distributions of Net Available Cash. From and after the Effective Date and prior to dissolution, the LLC shall make distributions of Net Available Cash less any amounts withheld subject to Section 4(d). Any such distributions shall be made to the holders of Class A, Class B and Class C Units in proportion to the Percentage Interest held by each such holder; provided, that no distributions shall be made under this Section 4(a) with respect to any Class C Unit subject to a Hurdle Amount until such time as the aggregate amount of distributions that would have been made under this Section 4(a) with respect to such Units but for this proviso equals the Hurdle Amount with respect to such Class C Unit.

b. Distributions Upon Dissolution. Upon the dissolution of the LLC, the LLC's cash, the proceeds, if any, from the disposition of the LLC's noncash assets and those noncash assets available for distribution to the Members, shall be distributed in accordance with Section 4(a).

c. For the avoidance of doubt, in respect of any Class C Unit subject to a Hurdle Amount, (i) until the Hurdle Amount is achieved, distributions pursuant to Section 4(a) above shall be made as if such Class C Unit was not issued and (ii) the holder of such Class C Unit shall not be entitled to any catch up distributions for amounts distributed prior to achievement of the Hurdle Amount. Further, for any Class C Unit that is not vested and for which the Hurdle Amount is achieved at the time a distribution pursuant to Section 4(a) above is made, (i) until the Class C Unit becomes vested, such distribution shall not be made to such holder and (ii) any such distribution that would have been made to such holder had the Class C Unit been a Vested Class C Unit shall be distributed to the holder thereof at such time as, or following, the Class C Unit becoming a Vested Class C Unit (if at all). Any amounts that are not so distributed to a holder of a Class C Unit because the Class C Unit does not become a Vested Class C Unit or because such Class C Unit is otherwise cancelled, forfeited or repurchased shall be distributed to the Members pursuant to Section 4(a) in such amounts as such Members would have received if such Class C Unit was not outstanding at the time such amounts were initially distributed.

d. All amounts withheld pursuant to the Code or any federal, state, local or non-U.S. tax law with respect to any payment, distribution or allocation to a Member, or which the LLC is otherwise required to pay to any governmental agency because of the status of a

Member of the LLC (including, without limitation, any interest, penalties and expenses associated with such payments) shall be treated as amounts distributed to such Member for all purposes of this Agreement. The Manager is authorized to cause the LLC to withhold from distributions to a Member, or with respect to allocations to Members and in each case to pay over to the appropriate federal, state, local or non-U.S. government any amounts required to be so withheld; furthermore, the Manager is authorized to cause the LLC to withhold from distributions to Members amounts in respect of any taxes paid, or to be paid, by the LLC with respect to an "imputed underpayment" within the meaning of Section 6225 of the Code, with the amount of such "imputed underpayment" determined taking into account any adjustment to distributive shares under Section 6225(b)(2) of the Code and modifications to such imputed underpayment pursuant to Section 6225(c) of the Code. The Manager shall allocate any such withheld amounts to the Members in respect of whose distribution or allocation the tax was withheld and shall treat such withheld amounts as actually distributed to such Member. Each Member further agrees to indemnify the LLC in full for any amounts paid pursuant to this Section 4(d) (including, without limitation, any interest, penalties and expenses associated with such payments that have not been withheld pursuant to this Section 4(d)), and each Member shall promptly upon determination of an obligation to indemnify the LLC pursuant to this Section 4(d) make a cash payment to the LLC equal to the full amount determined to be indemnified with interest to accrue on any portion of such cash payment not paid in full when determined, calculated at the Default Rate, compounded as of the last day of each year (but not in excess of the highest rate per annum permitted by law). Additionally, the LLC shall be entitled to deduct and offset any amounts owed to the LLC by a Member hereunder from amounts otherwise payable or distributable to such Member. The provisions of this Section 4(d) shall survive the termination, dissolution and winding up of the LLC, any Transfer or withdrawal of any Member and shall remain binding on all current and former Members.

5. Allocations of Profits and Losses.

a. Except as otherwise provided in the Regulatory Allocations Schedule attached hereto as **Schedule B**, Profits (and items thereof) and Losses (and items thereof) for each taxable year, or portion thereof, shall be allocated among the Members such that the ending Capital Account of each Member, immediately after giving effect to such allocations, is, as nearly as possible, equal to the amount of the distributions that would be made to such Member pursuant to Section 4(b) if (i) the LLC were dissolved and terminated at the end of the Fiscal Year; (ii) its affairs were wound up and each asset on hand at the end of the Fiscal Year were sold for cash equal to its Agreed Value; (iii) all liabilities of the LLC were satisfied (limited with respect to each nonrecourse liability to the fair market value of the assets securing such liability); and (iv) the net assets of the LLC were distributed to the Members in accordance with Section 4(b); provided, however, for purposes of determining distributions pursuant to the immediately preceding clause (iv), all outstanding Class C Units, whether vested or unvested, shall be entitled to their proportionate share of such distributions but will remain subject to any applicable Hurdle Amount with respect to such Class C Units. The allocations made pursuant

to this Section 5(a) and **Schedule B** are intended to comply with the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder and, in particular, to reflect the Members' economic interests in the LLC as set forth in Section 4, and the Manager may modify this Section 5(a) and **Schedule B** to the extent necessary to implement such intention.

b. Code Section 704(c) Tax Allocations. Income, gain, loss and deduction with respect to any Section 704(c) Property shall, solely for tax purposes, be allocated among the Members in accordance with the "traditional method" as described under Treasury Regulations Section 1.704-3(b) so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Agreed Value pursuant to any permitted method as determined by the Manager. Any elections or decisions relating to allocations under this Section 5(b) shall be determined by the Manager. Notwithstanding any other provision of this Agreement, allocations pursuant to this Section 5(b) are solely for purposes of federal, state and local taxes and shall not be taken into account in computing any Member's Capital Account, share of Profits, Losses, allocation of Adjusted Taxable Income or distributions pursuant to any provision of this Agreement.

c. Allocations Attributable to Particular Periods. For purposes of determining Profits, Losses or any other items allocable to any period, such items shall be determined on a daily, monthly or other basis, as determined by the Manager using any permissible method under Code § 706 and the Treasury Regulations promulgated thereunder.

d. Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Members in the same proportion as they share Profits or Losses, as the case may be, for the year.

e. The Members are aware of the income tax consequences of the allocations made by this Section 5 and by the Regulatory Allocations and hereby agree to be bound by and utilize those allocations as reflected on the information returns of the LLC in reporting their shares of LLC income and loss for income tax purposes. Each Member agrees to report its respective distributive share of LLC items of income, gain, loss, deduction and credit on its separate return in a manner consistent with the reporting of such items to it by the LLC. Any Member failing to report consistently shall notify the Internal Revenue Service of the inconsistency as required by law and shall reimburse the LLC for any legal and accounting fees incurred by the LLC in connection with any examination of the LLC by federal or state taxing authorities with respect to the year for which the Member failed to report consistently. The Partnership Representative may, but shall not be obligated to, elect to adjust the basis of the assets of the LLC for federal income tax purposes in accordance with Section 754 of the Code.

6. Restrictions on Transfers of a Member's Interest; Drag-Along Provision.

a. No Member may Transfer such Member's Membership Interest in the LLC or any interest therein without the written consent of all of the Members and all of the Managers

then serving, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

b. Notwithstanding the foregoing, if the holders of a Majority in Interest (collectively, the "Seller"), in connection with a proposed Transfer of at least 80% of the Units held by the Seller, the Seller may require all other Members to Transfer a percentage (the "Drag Along Sale Percentage") of the Units then held by such Member equal to the percentage of the total amount of Units then held by the Seller that are proposed to be Transferred.

c. If the Seller elects to exercise the Seller's rights under Section 5(b), the Seller shall deliver a written notice (the "Drag Along Notice") to each other Member, including holders of any warrants or vested options, if any (each a "Participating Member" and, together with the Seller, collectively, the "Drag Along Sellers"). The Drag Along Notice shall set forth the principal terms of the proposed Transfer insofar as it relates to such Units including (i) the number and class, if applicable, of Units to be acquired from the Seller, (ii) the Drag Along Sale Percentage, (iii) the per Unit consideration to be received in the proposed Transfer, taking into account the adjustment to the purchase price as set forth in Section 6(e) below, and (iv) the name and address of the prospective buyer. If the Seller consummates the proposed Transfer to which reference is made in the Drag Along Notice, each Participating Member shall be bound and obligated to Transfer the Drag Along Sale Percentage of such Participating Member's Units in the proposed Transfer on the same terms and conditions as the Seller shall Transfer the Seller's Units. Within 10 days after the delivery of the Drag Along Notice, each Participating Member shall deliver to the Seller (or such representative of the Seller as may be identified in the Drag Along Notice) instruments representing the Units to be included in the proposed Transfer, together with a limited power-of-attorney authorizing the Seller or such representative to Transfer such Units (collectively, the "Transfer Documents") on the terms set forth in the Drag Along Notice and wire instructions for payment of the cash portion of the consideration to be received in such proposed Transfer. If any Participating Member fails to deliver the Transfer Documents prior to the consummation of such proposed Transfer, the LLC shall cause the books and records of the LLC to show that such Units held by such Participating Member are bound by the provisions of this Section 6 and that such Units shall be Transferred immediately on the LLC's book and records to the buyer in such Transfer if the proposed Transfer is consummated.

d. The Seller shall have a period of 120 days from the delivery of the Drag Along Notice to consummate the proposed Transfer on the terms and conditions set forth in such Drag Along Notice, provided that, if such proposed Transfer is subject to regulatory approval, such 120-day period shall be extended until the expiration of 10 days after all such approvals have been received, but in no event later than 180 days following the delivery of the Drag Along Notice to the Participating Members. If the proposed Transfer is not consummated during such period, the Seller shall promptly return to each of the Participating Members the limited power-of-attorney (and all copies thereof) and all certificates and other applicable instruments that the

Participating Members delivered to the Seller, together with any other documents in the possession of the Seller executed by the Participating Members in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Units owned by the Participating Members shall again be in effect.

- e. If any Drag-Along Seller must or desires to include any:
 - (i) Units that would be issued upon the exercise of a warrant or vested option in any proposed Transfer subject to this Section 6, such Drag-Along Seller shall be deemed to have exercised, converted or exchanged such warrants or vested option immediately prior to the closing of such proposed Transfer to the extent necessary to Transfer the Drag Along Sale Percentage of such Drag Along Seller's Units to the prospective buyer, except to the extent permitted under the terms of any such warrant or option and agreed by the prospective buyer, and shall receive in exchange therefor consideration equal to the amount (if greater than zero) determined by multiplying (x) the purchase price per Unit in such Transfer less the exercise price, if any, per Unit of such warrant or vested option by (y) the number of Units issuable upon exercise, conversion or exchange of such warrant or vested option (to the extent exercisable, convertible or exchangeable at the time of such Transfer), subject to withholding for any tax or other amounts required to be withheld under applicable law; or
 - (ii) Class C Units subject to a Hurdle Amount in any proposed Transfer subject to this Section 6, such Drag-Along Seller shall receive in exchange therefor consideration equal to the amount (if greater than zero) of the purchase price per Unit in such Transfer less the Hurdle Amount, if any, per Class C Unit, subject to withholding for any tax or other amounts required to be withheld under applicable law.

f. Concurrently with the consummation of the Transfer, the Seller shall remit or cause to be remitted to each of the Participating Members that have delivered the Transfer Documents and the total consideration to be paid at the closing of the Transfer (the cash portion of which is to be paid by wire transfer of immediately available funds in accordance with such Member's wire transfer instructions) for such Participating Member's Units Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by such Participating Members.

g. The Seller shall, in the Seller's sole discretion, decide whether or not to pursue, consummate, postpone or abandon any Transfer and the terms and conditions thereof. No Seller shall have any liability to any other Drag Along Seller arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and

conditions of any proposed Transfer except to the extent such Seller fails to comply with the provisions of this Section 6.

m. Any Transfer may be subject to compliance with M.G.L. c. 94 G M.G.L. c. 94L, and 935 CMR 500.00 – 502.00, as amended (the “Cannabis Laws”). If approval of the Cannabis Control Commission is required under the Cannabis Laws for any Transfer, the Manager, must first approve the proposed Transfer prior to the transferring Member or the transferee seeking approval from the Cannabis Control Commission. Any Transfer in violation of the Cannabis Laws is void.

7. **Initial Issuance of Units, Admission of Additional Members.** The LLC has issued the units set forth on **Schedule A**. The LLC is authorized to issue any authorized, but unissued, Units upon the approval of the Manager, provided the recipient of such newly issued Units executes and delivers to the LLC an executed counter-part to this Agreement and such other documents, instruments and consideration as the Manager determines in connection with such issuance. The LLC is authorized to raise additional capital by first authorizing and then offering and selling, or causing to be offered and sold, additional Units (“Additional Units”) to any Person if such new Units are authorized by the Manager and a Majority in Interest of the Members. Any such authorization shall be deemed to be an amendment of this Agreement and Section 1(f) shall be amended to reflect such Additional Units. Each Person who subscribes for any Additional Units shall be admitted as an additional member of the LLC at the time such Person executes and delivers to the LLC an executed counter-part to this Agreement and such other documents, instruments and consideration as the Manager determines in connection with such issuance.

8. **Priorities.** No Member, in such Member’s capacity as a Member, shall have any rights or priority over any other Member as to contributions, distributions or compensation.

9. **Dissolution.** The LLC may be dissolved only by decree of judicial dissolution under Section 44 of the Act or by vote of a Majority in Interest.

10. **Termination of Membership.** No Member may withdraw from the LLC or have any right to distributions respecting such Member’s Membership Interest upon withdrawal or resignation from the LLC or otherwise, except as expressly set forth herein or pursuant to the Plan

11. **Tax Status, Books and Records.**

a. The Members intend that the LLC be taxed as a partnership for all purposes, and the Members shall execute such documents and take such actions as may reasonably be required to qualify for and maintain partnership treatment for all tax purposes.

b. The Managers shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Managers shall determine, and all Members

and their duly authorized representatives shall at all reasonable times have access to such books, or may request and receive electronic versions of such books of account by electronic mail to the Manager.

c. Such books shall be kept on such method of accounting as the Managers may from time to time determine. However, the method of accounting used for tax purposes shall be used for LLC accounting purposes except as a Majority in Interest of the Members may otherwise determine. The fiscal year of the LLC shall be the calendar year.

d. **Megan J. Dobro** shall be the “Partnership Representative” of the LLC for purposes of the Code.

12. Indemnity; Other Business.

a. The LLC shall indemnify and hold harmless each Member and Manager against any and all claims and demands that are substantially related to their membership or management of the LLC. Such indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if such Member or Manager, as the case may be, shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any such indemnification may be provided although the person to be indemnified is no longer a Member or Manager. However, no indemnification shall be provided for any person with respect to any matter as to which such Member or Manager, as the case may be, shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action of the Member or Manager, as the case may be, was in the best interest of the LLC.

b. Except as otherwise provided herein, each Member and each Manager of the LLC and any affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as owners, members, managers or general partners of other limited liability companies, partnerships or other entities with purposes similar to those of the LLC. Neither the LLC nor any Member or Manager of the LLC, on account of their capacity as such, shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. Miscellaneous.

a. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment is in writing and duly executed by a Majority in Interest.

b. Subject to the restrictions on transfers set forth herein, this Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Members, their respective heirs, legal representatives, successors and permitted assigns; and each new Member

and each and every successor to any part of the interest of any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member or Manager who is a creditor of the LLC in such Member's or Manager's capacity as Member or Manager.

c. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

d. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

e. Any and all notices under this Agreement shall be deemed effective if sent by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery, addressed, if to the LLC at its registered office under the Act, and if to a Member at the last address of record on the books of the LLC.

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

g. Captions are used herein for convenience only, and shall not constitute a part of this Agreement for any purpose. Whenever the words "Manager" or "Member" are used, the plural includes the singular and the singular includes the plural, as the context requires.

h. Notwithstanding anything to the contrary herein, if a Member's percentage interest in the LLC is transferred to such Member's estate or heirs, then the remaining Members shall not take any action that would disproportionately affect the economic interest in the LLC then held by such estate or heirs, as the case may be, as compared to the percentage interest held by the remaining Members.

i. Any capitalized term not defined herein shall have the meaning given to such term in **Schedule C "Definitions"**, attached hereto.

14. Section 83(b) Election; Safe Harbor Election.

a. Each Member who acquires a Class C Unit agrees to consult with such Member's tax advisor to determine the tax consequences of such acquisition. Each such Member acknowledges that it is the sole responsibility of such Member, and not the Company, to file the election under Code Section 83(b) even if such Member requests the Company to assist in making such filing. Each such Member agrees to provide, on or before the due date for filing of such election, proof that such election has or will be filed timely. If final Treasury Regulations are published in the Federal Register adopting the rules set forth in proposed Treasury

Regulations Section 1.83-3(l) incorporating that certain safe harbor election under which the fair market value of a Membership Interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that Membership Interest (the "Safe Harbor"), then the Manager shall have the right to amend this Agreement without the approval of any other Member (i) to direct and authorize the election of the Safe Harbor; and (ii) to provide for an agreement by the LLC and each Member and such other persons treated as partners for U.S. federal income tax purposes (including any person to whom a Membership Interest in the LLC is Transferred in connection with the performance of services) complying with all requirements of the Safe Harbor in respect of all Membership Interests in the LLC transferred in connection with the performance of services while the election remains effective; and (iii) to provide for any other related amendments. Further, the Members and such other persons treated as partners for U.S. federal income tax purposes (including any person to whom a Membership Interest in the LLC is transferred in connection with the performance of services) hereby consent to and agree to provide any required information, certifications or documents in connection with, any tax elections, modification of the allocation provisions contained herein to comply with required forfeiture allocations (as contemplated by proposed Treasury Regulations Section 1.704-1(b)(4)(xii)) or other matters that are deemed necessary or appropriate by the Manager in connection with the LLC's election of the Safe Harbor or issuance of Membership Interests in the LLC transferred in connection with the performance of services, if any, including, any requirements provided for in final Treasury Regulations and other related Internal Revenue Service pronouncements if and when such final rules become effective.

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Executed effective the date first above written.



Megan J. Dobro


Matthew Arsenault

Safetiva Founders, LLC



Megan Dobro, Manager

3376738v2

SCHEDULE A
TO
OPERATING AGREEMENT
OF
SAFETIVA LABS, LLC

Member	Number of Class A Units	Percentage of Class	Contributed capital (before interest)
Megan J. Dobro	2,500	2.5%	\$15,000
Matthew Arsenault	2,500	2.5%	\$15,000
Safetiva Founders, LLC**	60,000	60.00%	

** Held by Megan J. Dobro and Matthew Arsenault, subject to vesting.

Schedule B

REGULATORY ALLOCATIONS EXHIBIT

This Exhibit contains special rules for the allocation of items of LLC income, gain, loss and deduction that override the basic allocations of Profits and Losses under the Agreement to the extent necessary to cause the overall allocations of items of LLC income, gain, loss and deduction to have substantial economic effect pursuant to Treasury Regulations § 1.704-1(b) and shall be interpreted in light of that purpose. Subsection (a) below contains special technical definitions. Subsections (b) through (h) contain the Regulatory Allocations themselves. Subsections (i) and (j) are special rules applicable in applying the Regulatory Allocations.

(a) Definitions Applicable to Regulatory Allocations. For purposes of the Agreement, the following terms shall have the meanings indicated:

(i) “Adjusted Capital Account” means, with respect to any Member or assignee, such Person’s Capital Account (as defined in Exhibit C) as of the end of the relevant Fiscal Year increased by any amounts which such Person is obligated to restore, or is deemed to be obligated to restore pursuant to the next to last sentences of Treasury Regulations §§ 1.704-2(g)(1) (share of minimum gain) and 1.704-2(i)(5) (share of member nonrecourse debt minimum gain).

(ii) “LLC Minimum Gain” has the meaning of “partnership minimum gain” set forth in Treasury Regulations § 1.704-2(d), and is generally the aggregate gain the LLC would realize if it disposed of its property subject to Nonrecourse Liabilities in full satisfaction of each such liability and for no other consideration, with such other modifications as provided in Treasury Regulations § 1.704-2(d). In the case of Nonrecourse Liabilities for which the creditor’s recourse is not limited to particular assets of the LLC, until such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC shall be treated as a single liability and allocated to the LLC’s assets using any reasonable basis selected by the Manager.

(iii) “Member Nonrecourse Deductions” shall mean losses, deductions or Code § 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt under the general principles applicable to “partner nonrecourse deductions” set forth in Treasury Regulations § 1.704-2(i)(2).

(iv) “Member Nonrecourse Debt” means any LLC liability with respect to which one or more but not all of the Members or related Persons to one or more but not all of the Members bears the economic risk of loss within the meaning of Treasury Regulations § 1.752-2 as a guarantor, lender or otherwise.

(v) “Member Nonrecourse Debt Minimum Gain” shall mean the minimum gain attributable to Member Nonrecourse Debt as determined pursuant to Treasury Regulations § 1.704-2(i)(3). In the case of Member Nonrecourse Debt for which the creditor’s recourse against the LLC is not limited to particular assets of the LLC, until such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC

shall be treated as a single liability and allocated to the LLC's assets using any reasonable basis selected by the Manager.

(vi) "Nonrecourse Deductions" shall mean losses, deductions, or Code § 705(a)(2)(B) expenditures attributable to Nonrecourse Liabilities (see Treasury Regulations § 1.704-2(b)(1)). The amount of Nonrecourse Deductions for a Fiscal Year shall be determined pursuant to Treasury Regulations § 1.704-2(c), and shall generally equal the net increase, if any, in the amount of LLC Minimum Gain for that taxable year, determined generally according to the provisions of Treasury Regulations § 1.704-2(d), reduced (but not below zero) by the aggregate distributions during the year of proceeds of Nonrecourse Liabilities that are allocable to an increase in LLC Minimum Gain, with such other modifications as provided in Treasury Regulations § 1.704-2(c).

(vii) "Nonrecourse Liability" means any LLC liability (or portion thereof) for which no Member bears the economic risk of loss under Treasury Regulations § 1.752-2.

(viii) "Regulatory Allocations" shall mean allocations of Nonrecourse Deductions provided in Paragraph (b) below, allocations of Member Nonrecourse Deductions provided in Paragraph (c) below, the minimum gain chargeback provided in Paragraph (d) below, the member nonrecourse debt minimum gain chargeback provided in Paragraph (e) below, the qualified income offset provided in Paragraph (f) below, the gross income allocation provided in Paragraph (g) below, and the curative allocations provided in Paragraph (h) below.

(b) Nonrecourse Deductions. All Nonrecourse Deductions for any Fiscal Year shall be allocated to the Members in proportion to Percentage Interest held by such Member during such Fiscal Year.

(c) Member Nonrecourse Deductions. All Member Nonrecourse Deductions for any Fiscal Year shall be allocated to the Member who bears the economic risk of loss under Treasury Regulations § 1.752-2 with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(d) Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain for a Fiscal Year, each Member shall be allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of such net decrease in LLC Minimum Gain, determined in accordance with Treasury Regulations § 1.704-2(g)(2) and the definition of LLC Minimum Gain set forth above. This provision is intended to comply with the minimum gain chargeback requirement in Treasury Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(e) Member Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt for any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt as of the beginning of the Fiscal Year, determined in accordance with Treasury Regulations § 1.704-2(i)(5), shall be allocated items of

LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations §§ 1.704-2(i)(4) and (5) and the definition of Member Nonrecourse Debt Minimum Gain set forth above. This Paragraph is intended to comply with the member nonrecourse debt minimum gain chargeback requirement in Treasury Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(f) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of LLC income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate any deficit in such Member's Capital Account created by such adjustments, allocations or distributions as quickly as possible. This provision is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(g) **Gross Income Allocation.** In the event any Member has a deficit in its Adjusted Capital Account at the end of any Fiscal Year, each such Member shall be allocated items of LLC gross income and gain, in the amount of such Adjusted Capital Account deficit, as quickly as possible.

(h) **Curative Allocations.** When allocating Profits and Losses under the Agreement, such allocations shall be made so as to offset any prior allocations of gross income under paragraphs (b) through (g) above and paragraph (j) below to the greatest extent possible so that overall allocations of Profits and Losses shall be made as if no such allocations of gross income occurred.

(i) **Ordering.** The allocations in this Exhibit to the extent they apply shall be made before the allocations of Profits and Losses under the Agreement and in the order in which they appear above.

(j) **Code Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code § 734(b) or Code § 743(b) is required, pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

Schedule C

DEFINITIONS

“Adjusted Taxable Income” shall mean the LLC’s items of income or gain less cumulative items of loss or deduction (taking into account such losses only to the extent usable by the Members against such income, assuming the Members had no assets other than its interest in the LLC and no income or losses other than those with respect to the LLC and are subject to the maximum limitations on deductions) under the Code computed during the applicable period, except that (a) any allocation pursuant to Code § 704(c) and the Treasury Regulations promulgated thereunder shall be disregarded, and (b) the effects of any adjustment to basis under Code §§ 743 or 734 shall be excluded.

“Agreed Value” shall mean with respect to any noncash asset of the LLC an amount determined and adjusted in accordance with the following provisions:

(a) The initial Agreed Value of any noncash asset contributed to the capital of the LLC by any Member shall be its gross fair market value, as agreed to by the contributing Member and the LLC.

(b) The initial Agreed Value of any noncash asset acquired by the LLC other than by contribution by a Member shall be its adjusted basis for federal income tax purposes.

(c) The initial Agreed Value of all the LLC’s noncash assets, regardless of how those assets were acquired, shall be reduced by depreciation or amortization, as the case may be, determined in accordance with the rules set forth in Treasury Regulations § 1.704-1(b)(2)(iv)(f) and (g).

(d) The initial Agreed Value, as reduced by depreciation or amortization, of all noncash assets of the LLC, regardless of how those assets were acquired, shall be adjusted from time to time to equal their gross fair market values, as determined by the Manager, as of the following times:

(i) the acquisition of a Membership Interest or an additional Membership Interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution or in consideration for the provision of services;

(ii) the liquidation of the LLC or the distribution by the LLC (other than a pro rata distribution) of more than a de minimis amount of money or other property as consideration for all or part of a Membership Interest in the LLC;

(iii) such other dates as may be specified in Treasury Regulations under Section 704 of the Code; and

(iv) at any other time (whether immediately before or immediately after an event) that the Manager reasonably determines in good faith that such adjustment complies with the economic interests of the Members in the LLC, as set forth in Section 4(c).

The Agreed Value of any LLC non-cash asset distributed to any Member shall be adjusted immediately prior to such distribution to equal its gross fair market value. For the avoidance of doubt, in the case of any non-cash asset that has an Agreed Value that differs from its adjusted tax basis, Agreed Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits and Losses" rather than the amount of depreciation determined for U.S. federal income tax purposes. If, upon the occurrence of one of the events described in (i), (ii) or (iii) above the Manager does not set the gross fair market value of the LLC's non-cash assets, it shall be deemed that the fair market value of all the LLC's non-cash assets equal their respective Agreed Values immediately prior to the occurrence of the event and thus no adjustment to those values shall be made as a result of such event.

"Award Agreement" shall mean an agreement between the LLC and a holder of Class C Units (which may be in written or electronic form) evidencing an award under the Plan.

"Capital Account" shall mean with respect to each Member or assignee an account maintained and adjusted in accordance with the following provisions:

(a) Each Person's Capital Account shall be increased by such Person's Capital Contributions, such Person's distributive share of Profits, any items in the nature of income or gain that are allocated pursuant to the Regulatory Allocations and the amount of any LLC liabilities that are assumed by such Person or that are secured by LLC property distributed to such Person.

(b) Each Person's Capital Account shall be decreased by the amount of cash and the Agreed Value of any LLC property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of loss or deduction that are allocated pursuant to the Regulatory Allocations, and the amount of any liabilities of such Person that are assumed by the LLC or that are secured by any property contributed by such Person to the LLC.

(c) In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the portion of the Membership Interest so transferred.

In the event the Agreed Value of the LLC assets is adjusted pursuant to the definition of Agreed Value contained in this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate adjustments as if the LLC recognized gain or loss equal to the amount of such aggregate adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations.

"Capital Contribution" shall mean with respect to any Member, the amount of money contributed to the LLC with respect to the Membership Interest of such Member.

“Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Agreed Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Agreed Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided further that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Agreed Value using any reasonable method selected by the Manager.

“Default Rate” shall mean a per annum rate of interest equal to the greater of (i) Prime Rate plus 500 basis points or (ii) twelve percent (12%), but in no event greater than the amount of interest that may be charged and collected under applicable law.

“Fiscal Year” shall mean, with respect to the year of the LLC’s formation, the period beginning upon such formation and ending on December 31, 2018, and with respect to subsequent fiscal years of the LLC the calendar year and, with respect to the last year of the LLC, the period beginning on the preceding January 1 and ending with the date of the final liquidating distributions.

“Hurdle” or “Hurdle Amount” shall mean a per Unit amount with respect to Class C Units that are issued pursuant to Award Agreements that specify a “Hurdle Amount”. The Hurdle Amount shall be equal to the amount that would be distributed in respect of such Class C Unit absent the Hurdle Amount, if, immediately after the Class C Unit is issued, the LLC sold all of its assets for fair market value and immediately liquidated, the LLC’s debts and liabilities were satisfied, and the proceeds of the liquidation were distributed pursuant to Section 4(b) and further provided Hurdle Amount shall not be less than zero dollars (\$0). The Manager shall have the discretion to set any Hurdle Amount to equal an amount greater than the amount determined in the prior sentence.

“Net Available Cash” shall mean the amount of cash available to the LLC for distribution to its Members as determined by the Manager from time to time, whether as a result of distributions from the LLC’s Subsidiaries, the sale or other disposition of any of the assets of the LLC, or otherwise, and after taking into account the amount of any reserves that the Manager determines to be appropriate.

“Person” shall mean any natural person, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

“Plan” shall mean the Safetiva Labs, LLC 2020 Equity Incentive Plan, adopted by the LLC, as it may be amended from time to time.

“Prime Rate” as of a particular date shall mean the prime rate of interest as published on that date in the Wall Street Journal, and generally defined therein as “the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks.” If the Wall Street Journal is not published on a date for which the Prime Rate must be determined, the Prime Rate shall be the prime rate published in the Wall Street Journal on the nearest-preceding date on which the Wall Street Journal was published.

“Profits and Losses” shall mean, for each Fiscal Year or other period, an amount equal to the LLC’s taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or subtracted from such loss;

(b) Any expenditures of the LLC described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss resulting from dispositions of LLC assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Agreed Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Agreed Value;

(d) In the event the Agreed Value of any LLC asset is adjusted in accordance with paragraph (c) or paragraph (d) of the definition of “Agreed Value” above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; and

(f) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to this Agreement shall not be taken into account in computing Profits and Losses.

The amounts of the items of LLC income, gain, loss or deduction available to be specially allocated pursuant to the Regulatory Allocations of this Agreement shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

“Section 704(c) Property” shall have the meaning ascribed such term in Treasury Regulation § 1.704-3(a)(3) and shall include assets treated as Section 704(c) property by virtue of revaluations of LLC assets as permitted by Treasury Regulation § 1.704-1(b)(2)(iv)(f).

“Subsidiary” shall mean on any date, any Person of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent (50%) of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more direct or indirect subsidiaries of such Person.

“Transfer” shall mean, directly or indirectly, any sale, assignment, transfer, conveyance, pledge, hypothecation or other disposition, voluntarily or involuntarily, by operation of law, with or without consideration or otherwise (including, without limitation, by way of intestacy, will, gift, bankruptcy, receivership, levy, execution, charging order or other similar sale or seizure by legal process or transfer of equity interests) of all or any portion of any Interest.

“Vested Class C Unit” means a Class C Unit that has become vested, and has not been forfeited or terminated, pursuant to the terms, requirements and provisions of the Award Agreement, the Plan, or agreement or other document pursuant to which such Class C Unit was granted.



72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: SAFETIVA LABS LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. SAFETIVA LABS LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to SAFETIVA LABS LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

1/11/2021

James Boynton
Managing Broker
MA Insurance License #1842496

SafeTiva Labs LLC

Business Plan

Updated 6/9/21

Executive Summary

Legal Structure

SafeTiva Labs LLC is wholly owned by SafeTiva Holdings LLC. SafeTiva Holdings LLC is shared 50/50 between SafeTiva Founders LLC and Pierpont and Smith Investors LLC.

Mission

To provide quality testing services to the cannabis industry in Massachusetts while prioritizing transparency, ethical science, and consumer education.

Product

SafeTiva Labs will provide testing services for cannabis, hemp, and CBD products in Massachusetts. Our testing capabilities will include pesticides, residual solvents, cannabinoid potency, heavy metals, microbials, terpenes, and water content.

Customers

The target customers for SafeTiva Labs are cannabis growers and manufacturers in Massachusetts.

Future of the Company

Cannabis is a fast-paced, evolving industry. In response to this, SafeTiva Labs will build a testing workflow that maximizes future flexibility. Our 6400 SF building allows room to grow to meet demand and we will equip the lab with a variety of high-end instruments to accommodate changing regulations. Research and development, as well as consumer education, will be important ways for us to remain competitive and contribute to the cannabis science community.

Timeline

We have achieved the following milestones:

- July 2020– Found our building in Westfield and signed a lease LOI with the owner

- August 2020– Opened our bank account with Century Bank; Opened a credit card with Century Bank; Submitted our zoning determination form to the city of Westfield
- September 2020– Notified abutters and received a letter of support from our only residential abutter; Completed security plan walk-through with Chief of Police and received letter of support; Submitted plans and narrative business plan to Westfield’s Planning Board for a special permit
- October 2020– Held our special permit hearing with the Planning Board and received our special permit with a unanimous vote; Began negotiations with the mayor for our Host Community Agreement
- January 2021– City Council approved our Host Community Agreement
- May 2021– Completed our funding round and partnership agreement
- June 2021– Completed our Community Outreach Meeting

Market

Growth Drivers

- Legalization and regulations requiring testing
- Increasing awareness through conferences, symposia, and workshops
- Emerging markets in recent and upcoming legal states
- Large corporations investing in mainstream CBD and hemp products
- Rise in cultivators and manufacturers needing testing
- Growing automation and software for lab efficiency and high throughput

Challenges

- Lack of industry standards for cannabis testing in the US
- High start-up costs for laboratories
- Scarcity of trained laboratory professionals
- Federal restrictions pose a legal risk and limit access to banking, loans, grants, and other services

Company Advantages

SafeTiva Labs has the benefit of learning from the mistakes of the early testing labs while still being early enough to see a relatively non-competitive market. Some of our major advantages include:

- Location in Western Massachusetts near many potential customers at the intersection of two major highways, with easy access to the whole state but at the central driving point for Western Massachusetts
- An industrial standalone building with ample parking, a special permit from the Planning Board and Host Community Agreement from City Council, and general community support
- An equipment plan that maximizes efficiency for high-throughput testing and reduces down time with redundancy and reliability
- An experienced team with years of lab leadership and scientific expertise

Service Line

Operational Overview

Independent testing laboratories must remain impartial in the testing process and therefore cannot be owned or affiliated with any other type of cannabis business. Except in the case of home growers transporting a cannabis volume below the legal limit of one ounce, a licensed cannabis transporter will deliver samples to our receiving door in closed containers and our receptionist will transport the containers through the sample intake window. Our staff will scan each sample and log them within the state-required seed-to-sale tracking system (METRC). The customer will receive confirmation of our receipt of the samples and a summary of the tests to be performed.

Our analytical chemists will then prepare the samples according to best practices for the tests performed, the sample type, and our equipment. The following chart lists the method used for each test:

Tests	Method
Cannabinoid Potency	Ultra-High-Performance Liquid Chromatography (UHPLC)
Biologicals	Quantitative Polymerase Chain Reaction (qPCR)
Residual Solvents	Gas Chromatography/Mass Spectrometry (GC/MS)
Terpenes	Gas Chromatography/Mass Spectrometry (GC/MS)
Pesticides	Gas and Liquid Chromatography/Mass Spectrometry (GC/MS & LC/MS)
Heavy Metals	Inductively Coupled Plasma Mass Spectrometry (ICP-MS)

We will aim for a turnaround time within one week, at which time we will notify our customers and the Cannabis Control Commission (CCC) of the results. Batches that pass inspection will be permitted to be sold to consumers. Batches that fail any single test must be destroyed or remediated and tested again at our laboratory and another laboratory in the state. Samples are stored in freezers in our vault room and later destroyed by grinding them with an organic material. A third-party waste management company will pick up our chemical and cannabis waste on a regular basis for proper disposal.

Our biological testing room will contain a recirculating fume hood with a HEPA filter and our sample preparation room will contain chemical fume hoods that exhaust above the roof. Makeup air will be returned from units at ground-level, likely on the south side of the building.

Customers have their own parking lot in the front of the building and enter through the front door, while employees park in the rear of building and have their own entrance into the administrative area.

The entry waiting area provides customers with comfortable seating, accessible bathrooms, and a window directly to the lab for transparency. The sample intake window allows lab technicians to see customers in the waiting area while having open access to the lab and computer intake system. The weighing scale and visual inspection station placed at the sample intake window will allow samples to be logged quickly to reduce customer wait time. The sample preparation room is a large, open space to increase flexibility as we grow, which includes furniture with locking wheels, two fume hoods, a large sink area, and a glass washing station. The cannabis storage vault is within this sample preparation room for additional security.

From the sample preparation room, all samples will flow outward to separate testing rooms depending on the testing ordered. The biological room is self-contained to reduce contamination, as is the heavy metals room. The analytical room will house the instruments that classify and quantify the analytes we are testing for. This room is where analytical scientists will do their computer work to analyze results and create reports for customers and state reporting.

The circular hallway allows efficient movement throughout the building while also separating the administrative area and employee break room from the lab areas. All waste storage will be located near the back entrance for third-party pickup, and general storage is in the same areas for delivery drop-offs. Our IT and security room is centrally located and our staff break room will be separate from the customer area but a short distance to the bathrooms.

Local Impact

Opening a testing lab in Westfield would mean that Western Massachusetts growers and manufacturers would have a local option for testing. The shorter drive will cut down on the turnaround time and significantly reduce costs since two licensed drivers must transport samples. A testing lab in Westfield will also employ 15–30 highly skilled workers.

Cannabis businesses are sometimes considered a burden on their neighborhoods because of the perceived exposure of cannabis to youth, the security threat, or the association with strong exterior smells and/or heavy traffic. Testing labs do not impact our neighbors in these ways because we are an inconspicuous lab with no references to cannabis on our signs, we have a strict security plan even though we are not a prime

target for theft, the small amounts of cannabis on site are stored in sealed containers and are unusable for consumption, and we are not a retail location that is open to the public. We have notified all abutters of our plans and the only residential neighbor wrote a letter of support to the town in favor of our business. We also held a community outreach meeting to answer any questions or address concerns from our abutters (no concerns were expressed). In order to obtain our special permit from the Westfield Planning Board, we needed to explain our impact on the neighborhood by addressing the following categories:

Waste. All chemical and cannabis waste will be handled, stored, and disposed of according to the Cannabis Control Commission (CCC), US Environmental Protection Agency (EPA), and MA Department of Environmental Protection (DEP). Chemical waste will be stored in properly labeled containers in fume hoods or our designated waste storage area. Cannabis to be disposed of will be stored in our Vault until destroyed with organic material to render it unusable, then stored in our waste storage area. All waste will be removed and disposed of by a third-party waste management company such as Triumvirate Environmental.

Odor. The volume of cannabis on site is very low and remains almost entirely in closed containers.

- No cultivation will be done on site.
- Samples are very small and are divided into smaller amounts for testing. Retail dispensaries have more product on site than our lab will have, and they do not have odor issues.
- Samples arrive sealed and remain sealed until a small amount is collected to be measured and tested. In order to prevent contamination, our laboratory will be very diligent about keeping samples sealed. Some odor may escape the sample tubes when opened for measuring and processing, but that is a rare enough event that the odor would not accumulate enough to escape the building.
- Our cannabis-containing rooms in the building do not open directly to building entrances or windows. We must properly control for outside contamination of dust, mold, pollen, etc to our laboratory, so our sample intake window will not be open when the front entrance door is open.

Noise and Vibration. None of our sample preparation or analytical equipment are expected to reach sound levels above 60 dB (conversational level). Similarly, our analytical equipment is sensitive to vibration, so we will not have any equipment that produces vibration that will be noticed.

Traffic. Because we are not a retailer, we do not expect the level of traffic volume observed at cannabis retail locations. The traffic to our site will be mainly

employees and occasional drop-offs of testing samples or deliveries. A small parking lot near the front entrance will accommodate our customer drop-off traffic, and designated parking spaces near the back delivery and employee entrance will accommodate deliveries. All of our employees will park in the rear parking lot, which contains enough spaces for all of our employees when we are functioning at max capacity (expected by our 4th year). There will be no overflow parking needed and we do not expect our business to impact traffic flow in any way.

Research and Development

Once our testing protocols are routinely producing accurate results and our staff are trained and comfortable with the procedures, SafeTiva Labs will begin conducting research to increase testing accuracy and sensitivity. We aim to contribute to the field of cannabis science through publications and presentations while advocating for state policies that reflect our findings. Our goal is to increase the health and safety of cannabis products and ensure scientific integrity of the testing protocols. Importantly, we will also develop protocols that maximize our lab efficiency and throughput.

While we consistently develop our protocols, we will also prioritize reviewing:

- the customer experience to ensure satisfaction,
- market research to identify areas for investment, and
- policy trends to predict future needs.

SafeTiva Labs LLC

MAINTAINING OF FINANCIAL RECORDS

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, SafeTiva Labs will implement the following policies for Recording Sales:

- (a) SafeTiva Labs will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) SafeTiva Labs may also utilize a sales recording module approved by the DOR.
- (c) SafeTiva Labs will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) SafeTiva Labs will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. SafeTiva Labs will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If SafeTiva Labs determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) SafeTiva Labs will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) SafeTiva Labs will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) SafeTiva Labs will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of SafeTiva Labs, all records will be kept for at least two years, at SafeTiva Labs’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). SafeTiva Labs shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. SafeTiva Labs shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(1)(b), SafeTiva Labs is providing these personnel policies, including background check policies, for its Independent Testing Laboratory.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that SafeTiva Labs determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. SafeTiva Labs strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, SafeTiva Labs has and follows a set of detailed written operating procedures. SafeTiva Labs has developed and will follow a set of such operating procedures at its facility. SafeTiva Labs’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (h) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (i) Alcohol, smoke, and drug-free workplace policies;
- (j) A plan describing how confidential information will be maintained;
- (k) A policy for the immediate dismissal of any marijuana establishment agent who has:
 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- (l) A list of all board members and executives of a Marijuana Establishment, and members, if any, of

the licensee must be made available upon request by any individual. 935 CMR 500.105. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(m) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(n) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(o) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(p) Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

Pursuant to 935 CMR 500.029(2), an application for registration of a Laboratory Agent submitted to the Commission by an Independent Testing Laboratory shall include:

- a. The full name, date of birth and address of the individual;
- b. All aliases used previously or currently in use by the individual including maiden name, if any;
- c. Written acknowledgment by the individual of the limitations on his or her authorization to possess, transport, and process Marijuana for testing purposes in the Commonwealth;
- d. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138 § 34B, or other verifiable identity document acceptable to the Commission;
- e. An attestation signed by the applicant that the applicant will not engage in the diversion of Marijuana and Marijuana Products;
- f. Written acknowledgement signed by the applicant of any limitations on his or her authorization to possess, test or transport marijuana products in the Commonwealth;
- g. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c 94G § 21, submitted in a form and manner as determined by the Commission; and
- h. Background information including, as applicable:
 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of *nolo contendere*, or admission of sufficient facts;
 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by Other Jurisdictions;

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4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by an Other Jurisdiction, with regard to any professional license or registration held by the applicant;
5. a nonrefundable application fee paid by the Independent Testing Laboratory with which the Independent Testing Laboratory Agent will be associated; and
6. any other information required by the Commission.

An Independent Testing Laboratory Person Having Direct Control registered with the Massachusetts DCJIS pursuant to 803 CMR 2.04: *iCORI Registration* shall submit to the Commission a CORI report and any other background check information required by the Commission for each individual for whom the Independent Testing Laboratory seeks a Laboratory Agent registration, obtained within 30 calendar days prior to submission. 935 CMR 500.029(4)

An Independent Testing Laboratory shall notify the Commission no more than one business day after a Laboratory Agent ceases to be associated with the Independent Testing Laboratory. The Laboratory Agent's registration shall be immediately void when the agent is no longer associated with the Independent Testing Laboratory. 935 CMR 500.029(5)

After obtaining a Registration Card for a Laboratory Agent, an Independent Testing Laboratory is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within 5 business days of any changes to the information that the Independent Testing Laboratory was previously required to submit to the Commission or after discovery that a Registration Card has been lost or stolen. 935 CMR 500.029(7)

A Laboratory Agent shall always carry the Registration Card associated with the appropriate Independent Testing Laboratory while in possession of Marijuana Products, including at all times while at an Independent Testing Laboratory, or while transporting Marijuana or Marijuana Products. 935 CMR 500.029(8)

A Laboratory Agent affiliated with multiple Independent Testing Laboratories shall be registered as a Laboratory Agent by each Independent Testing Laboratory and shall be issued a Registration Card for each lab. 935 CMR 500.029(9)

Laboratory Agents are strictly prohibited from receiving direct or indirect financial compensation from any Marijuana Establishment for which the Laboratory Agent is conducting testing, other than reasonable contract fees paid for conducting the testing in the due course of work. 935 CMR 500.029(10)

Laboratory Agents shall not be employed by other types of Marijuana Establishments while employed as a Laboratory Agent at one or more Independent Testing Laboratories. 935 CMR 500.029(11)

An Independent Testing Laboratory or any associated Person or Entity Having Direct or Indirect Control, may not have a License in any other class. 935 CMR 500.050(1)(b)(2)

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, SafeTiva Labs's personnel records will be available for inspection by the Commission, upon request. SafeTiva Labs's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

1. Job descriptions for each employee and volunteer position, as well as organizational charts

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- consistent with the job descriptions;
2. A personnel record for each of SafeTiva Labs's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with SafeTiva Labs and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
 3. A staffing plan that will demonstrate accessible business hours and safe conditions;
 4. Personnel policies and procedures; and
 5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. SafeTiva Labs understands that in the event that SafeTiva Labs were to close, all records will be kept for at least two years at the expense of SafeTiva Labs.

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RECORD KEEPING PROCEDURES

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). SafeTiva Labs shall maintain records in accordance with generally accepted accounting principles. All written records required by any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records shall also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained pursuant to 935 CMR 105(9)(d). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e), specifically 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. Waste disposal records will be maintained pursuant to 935 CMR 500.105(12), which specifically requires waste records be kept for at least three years.

VISITOR LOG

SafeTiva Labs will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper valid identification demonstrating that they are at least twenty-one (21) years of age and they shall be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

SafeTiva Labs will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records shall be accessible via METRC, the Commonwealth’s seed-to-sale tracking software of record, or a third-party software platform capable of direct and secure integration with METRC. SafeTiva Labs will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individual Licensed Marijuana Establishment Agent(s) who conducted the inventory.

MANIFESTS

SafeTiva Labs will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (Agent) name, address, and registration number; the names and registration number of the Agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination Licensed Marijuana Establishment’s (LME) name, address, and registration

number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; and the vehicle make, model, and license plate number. SafeTiva Labs will maintain records of all manifests for a minimum of one year in accordance with 935 CMR 500.105(13)(f)(5).

INCIDENT REPORTS

SafeTiva Labs will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

SafeTiva Labs shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. SafeTiva Labs shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and make said documentation available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that SafeTiva Labs operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). SafeTiva Labs shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

SafeTiva Labs will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to SafeTiva Labs's security system, SafeTiva Labs will also submit a plan to the Commission to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

SafeTiva Labs will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will

be stored in lockable filing cabinets within the Director of Compliance's Office, which shall be maintained as a Limited Access Area that shall only be accessible to the minimum number of duly-authorized Licensed Marijuana Establishment Agents required to operate. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at SafeTiva Labs's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

RESTRICTING ACCESS TO AGE 21 OR OLDER

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(o). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(o)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

QUALITY CONTROL AND TESTING

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories (“ITL”). Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with protocol(s) established in accordance with M.G.L. c.94G § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products). Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. 935 CMR 500.160(1).

Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. The Commission may require additional testing. 935 CMR 500.160(2)

An Independent Testing Laboratory shall report any results indicating contamination to the Commission within 72 hours of identification. 935 CMR 500.160(3); M.G.L. c.94G § 15(a)(3).

An ITL shall apply for a certificate of registration from the Commission prior to testing, processing or transporting marijuana. M.G.L. c.94G § 15(b)(1).

A Marijuana Establishment shall maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. 935 CMR 500.160(4).

All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).

All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR.105(11).

All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

SafeTiva Labs’s policies for handling of marijuana shall be in compliance with 935 CMR 500.105(3). SafeTiva Labs will comply with the following sanitary requirements, that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All SafeTiva Labs staff will be trained and shall ensure that marijuana and marijuana products are handled with appropriate food handling and sanitation standards specified in 105 CMR 300.000. SafeTiva Labs will ensure that it furnishes the facility with the proper equipment and storage materials, including

adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and

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humidity- control storage units, refrigerators, and freezers.

All SafeTiva Labs staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with the facility will be investigated and immediately rectified by the Director of Compliance.

All SafeTiva Labs staff will receive relevant quality assurance training. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3). Marijuana products will be processed in a secure access area of SafeTiva Labs.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow SafeTiva Labs procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), SafeTiva Labs shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. SafeTiva Labs will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. SafeTiva Labs storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds, and any other type of pest. The SafeTiva Labs storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 and its Security Plan.

SafeTiva Labs Energy Compliance

SafeTiva Labs is committed to reducing our energy consumption and hereby submit our preliminary plans in accordance with 935 CMR 500.101(1)(c)10. and 500.105(15), or 935 CMR 501.101(1)(c)10. and 501.105(15).

Lighting

Office and laboratory lighting will use energy-efficient LED lightbulbs and natural lighting whenever possible. Lights will be programmed to turn off overnight and by motion sensor in areas that do not need constant lighting.

Laboratory Equipment

Equipment and computers will be programmed to use standby energy saver mode when not in use. When available, energy efficient models will be chosen over less efficient models if all other specifications are equal. Unless it impacts the throughput of the lab, machines such as vacuum pumps and incubators will be turned off when not in use.

Mechanical Equipment

When installing new building mechanical systems, such as HVAC systems and generators, energy efficiency will be a priority. Engineers will be consulted to determine equipment, layouts, and technology that will minimize energy consumption over time.

Building Structure

SafeTiva Labs will add insulation as needed to the building's envelope to decrease loss of energy through the exterior walls and ceilings. When replacing doors and windows, energy efficient replacements will be chosen when all other specifications are equal.

Daily practices

Company communication will occur via email and electronic reporting instead of paper. A water bottle filler will be installed in the employee breakroom to reduce plastic bottle waste. We will prioritize using paper products made from recycled materials in our kitchen and bathroom.

SafeTiva Labs will monitor energy consumption over time and adjust our operations based on energy-use data. We will consider incentives through programs that can offset costs of renewable and alternative energy installation, especially rooftop solar panels. Our Chief Information Officer and Chief Operations Officer will regularly engage with available programs such as Mass Save to determine our eligibility, cost savings, and procedures for implementing new equipment and protocols for energy savings.

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QUALIFICATIONS AND TRAINING

SafeTiva Labs LLC (“SafeTiva Labs” or the “Company”) shall, pursuant to 935 CMR 500.105(2), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with SafeTiva Labs. Each department manager will provide orientation for laboratory agents assigned to their department. Orientation will include a summary overview of all the training modules.

All SafeTiva Labs employees will be duly registered as marijuana establishment agents and must complete a background check in accordance with 935 CMR 500.029(1). All registered agents of SafeTiva Labs shall meet suitability standards of 935 CMR 500.803.

Pursuant to 935 CMR 500.029, the Commission shall issue a Laboratory Agent Registration Card to each individual associated as an employee or volunteer with an Independent Testing Laboratory who is licensed pursuant to 935 CMR 500.050(7) or 935 CMR 501.029: *Registration of Independent Testing Laboratory Agents*, who is determined to be suitable for registration. All such individuals shall:

- a. be 21 years of age or older;
- b. have not been convicted of any felony drug offense in the Commonwealth or a like violation of the laws of another Jurisdiction;
- c. have not been convicted of any offense involving the distribution of controlled substances to a minor or a like violation of the laws of another Jurisdiction; and
- d. be determined to be suitable for registration consistent with the provisions of 935 CMR 500.800, 935 CMR 500.801 or 935 CMR 500.803; and
- e. complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)

All current owners, managers, and employees shall complete the Responsible Vendor Program training. 935 CMR 500.105(2) Responsible Vendor Program documentation will be retained for four (4) years in accordance with 935 CMR 500.105(2).

An Independent Testing Laboratory shall be accredited to the most current International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement or certified, registered or accredited by an organization approved by the Commission. 935 CMR 500.50(7)

Positions already filled and brief qualifications:

- Chief Executive Officer- PhD in Molecular Biology; 8 years of laboratory leadership; 13 years of college science education
- Chief Financial Officer- Owned and operated several successful businesses; extensive management, accounting, and HR experience; BA in Government and MA in American Studies
- Chief Information Officer- MS in Data Science and Information Management; BS in Biology and

- Geology; 20 years environmental chemistry; cannabis lab consulting experience
- Vice President of Sales and Marketing- 35 years in sales and marketing consulting
 - Vice President of Business Development- BS in Biology, extensive horticulture experience

Positions anticipated and their qualifications include:

- Senior Scientists- Master's degree in analytical chemistry or equivalent experience
- Laboratory Technicians- Associate's degree in analytical chemistry or biology, or equivalent experience
- Administrative positions (Bookkeeper, Controller, Sample Coordinator, and other positions as needed)- High School diploma and relevant experience

After meeting initial hiring criteria, personnel will be assessed annually for competency as defined by the ISO 17025 accreditation guidance, including education, skills, prior experience, training, and technical knowledge.

SafeTiva Labs LLC

DIVERSITY PLAN

SafeTiva Labs, LLC (“SafeTiva” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make SafeTiva a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - The Town of Westfield, as of the last census in 2010 had 41,094 people. The town consists of 48.9% Males and 51.1% Females. The racial composition of the town is 92.8% White, 1.6% African American, 0.3% Native American, 1.3% Asian, 0.05% Pacific Islander, 2.2% other races, 1.8% from two or more races, and 7.5% Hispanic or Latino of any race.

Since many of our employees will be recruited from the chemistry field, we are also considering the demographics of chemists in our diversity goals. According to the American Chemical Society 2014 Membership Survey, only 29% of its members are women. As a company led by a female scientist, we are especially interested in promoting diversity in the sciences.

SafeTiva’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal #1:

- Achieve at least 30% of our staffing needs from women
- Achieve at least 5% of our staffing needs from people of color, specifically Latinx
- Achieve at least 5% of our staffing needs from Veterans
- Achieve at least 5% of our staffing needs from persons with disabilities
- Achieve at least 5% of our staffing needs from LGBTQ+ people

Programs to Achieve Diversity Goal #1:

Increase diversity of the make-up of our staff by actively seeking out individuals from the aforementioned groups, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate. SafeTiva plans to publish advertisements on hiring and participation in job fairs in The Westfield News and other local publications.

Measurements:

We will strive to achieve at least the percentages listed above for all five groups. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women, people of color, specifically Latinx, Veterans, persons with disabilities and LGBTQ+ people.

Goal #2: Create a safe, accepting and respectful work environment with two (2) on-site workshops each year and clear, written policies.

Programs to Achieve Diversity Goal #2

- Provide at least two (2) on-site interactive workshops each year at SafeTiva’s Establishment at a date and time determined by SafeTiva management. These workshops would cover such topics as

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the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- Perform an annual evaluation of inclusion/diversity initiatives to ensure diversity is one of SafeTiva's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow SafeTiva to adjust our programs in the event that our goals are not being achieved.

Are our goals objectively reasonable?

SafeTiva's hiring goals as listed above are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network*, *Diversity Jobs*, *Beyond.com*.

SafeTiva acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

SafeTiva 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 Marijuana Establishments.

SafeTiva acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.