



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282192
Original Issued Date: 04/08/2023
Issued Date: 04/08/2023
Expiration Date: 04/08/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Good Feels, Inc.

Phone Number: 617-201-6025 Email Address: jason@getgoodfeels.com

Business Address 1: 23 Jayar Rd

Business Address 2: Suite 6

Business City: Medway

Business State: MA

Business Zip Code: 02053

Mailing Address 1: 23 Jayar Rd

Mailing Address 2: Suite 6

Mailing City: Medway

Mailing State: MA

Mailing Zip Code: 02053

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control:

100

Role: Executive / Officer

Other Role:

First Name: Jason

Last Name: Reposa

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jason

Last Name: Reposa

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$378000 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

Individual 1

First Name: Jason

Last Name: Reposa

Suffix:

Marijuana Establishment Name: Good Feels Inc Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Medway Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 72 Jeffrey Ave

Establishment Address 2: Suite B

Establishment City: Holliston Establishment Zip Code: 01746

Approximate square footage of the Establishment: 10705 How many abutters does this property have?: 13

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community outreach attestation.pdf	pdf	6267e2dc560e3c00088021c7	04/26/2022
Certification of Host Community Agreement	Good Feels - HCA.pdf	pdf	62eb0bc81e960b0009f26bd3	08/03/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - Holliston.pdf	pdf	63050371d239e20007db11f9	08/23/2022
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6305045644fa35000ad422bf	08/23/2022

Certification of Host Community Agreement	CCC - Good Feels - HCA Cert Form 12.13.22.pdf	pdf	6398c7caa0fd020008db40ae	12/13/2022
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	63b30a215225350008594f63	01/02/2023
Community Outreach Meeting Documentation	AttachmentC.pdf	pdf	63b30a2a5225350008594f77	01/02/2023

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	Updated Plan for Positive Impact (Holliston).pdf	pdf	639348f1a0fd020008d6de2b	12/09/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: CEO
First Name: Jason Last Name: Reposa Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Good Feels Inc. - Bylaws 8-2020_1196800(1).pdf	pdf	62eb0f741e960b0009f26ef6	08/03/2022
Articles of Organization	Good Feels Inc. - MA Articles of Organization 8-2020_1196808(1).PDF	pdf	62eb0f8e1e960b0009f26f10	08/03/2022
Department of Revenue - Certificate of Good standing	Mass DoR - Certificate of Good Standing (1).pdf	pdf	6310cf43d239e20007e6927b	09/01/2022
Secretary of Commonwealth - Certificate of Good Standing	22080518460.pdf	pdf	6310cfa5d239e20007e6938b	09/01/2022
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing.pdf	pdf	6310cfc744fa35000adf753d	09/01/2022

No documents uploaded

Massachusetts Business Identification Number: 001454997

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	17. Business Plan.pdf	pdf	62eb11e81e960b0009f26fb7	08/03/2022
Plan for Liability Insurance	17. Plan for Obtaining Liability Insurance.pdf	pdf	62eb1439b027db00094e1813	08/03/2022
Proposed Timeline	Proposed Timeline - Holliston.pdf	pdf	630e347344fa35000adc8802	08/30/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Logo (1).png	png	62f53b991e960b0009fc9843	08/11/2022
Maintaining of financial records	18.Maintaining of Financial Records.pdf	pdf	6399ead4a0fd020008dc579c	12/14/2022
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6399eafaa0fd020008dc57d8	12/14/2022
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	6399eb285225350008480490	12/14/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	6399eb46a0fd020008dc58b6	12/14/2022
Restricting Access to age 21 and older	Facility Access Control.pdf	pdf	6399eb5752253500084805b7	12/14/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	6399eb6c52253500084805ce	12/14/2022
Record Keeping procedures	Recordkeeping.pdf	pdf	6399ebcc52253500084806fe	12/14/2022
Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	6399ebdba0fd020008dc5a85	12/14/2022
Qualifications and training	Employee Training & Qualifications.pdf	pdf	6399fd05a0fd020008dc93d2	12/14/2022
Inventory procedures	Inventory Procedures.pdf	pdf	6399fd1e5225350008483d7b	12/14/2022
Quality control and testing	Quality Control and Testing Procedures.pdf	pdf	639a1cd7a0fd020008dce2e3	12/14/2022
Security plan	Security & Surveillance.pdf	pdf	63b316daa0fd020008ed9b79	01/02/2023
Transportation of marijuana	TransportofMarijuana.pdf	pdf	63b33047a0fd020008edbc26	01/02/2023
Personnel policies including background checks	Personnel Procedures.pdf	pdf	63b336a9a0fd020008edbeb4	01/02/2023
Diversity plan	Diversity Plan - Holliston (1).pdf	pdf	63b33871a0fd020008edbf8d	01/02/2023
Method used to produce products	Methods of Production.pdf	pdf	63b44c9ba0fd020008ee3401	01/03/2023
Types of products Manufactured.	Good Feels Products.pdf	pdf	63b6e72da0fd020008f14df2	01/05/2023

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

Date generated: 05/01/2023

Page: 4 of 5

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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

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): 4.7.2022
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:

3.23.2022

b. Name of publication:

Metrowest
Daily News

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:

3.18.2022

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:

3.24.2022

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - 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:

Good Feels, Inc.

Name of applicant's authorized representative:

Jason Reposa

Signature of applicant's authorized representative:



GOOD FEELS, INC

**HOST COMMUNITY AGREEMENT FOR THE MANUFACTURE OF MARIJUANA
PRODUCTS IN THE TOWN OF HOLLISTON**

This Host Community Agreement (the “**Agreement**”) is entered into this 23 day of May, 2022 (the “**Effective Date**”) by and between the Town of Holliston, acting by and through its Select Board, with a principal address of 703 Washington Street, Holliston, MA 01746 (hereinafter the “**Municipality**”), and Good Feels, Inc., a Massachusetts domestic corporation, with a principal office address of 23 Jayar Road, Suite 6, Medway, MA 02053 (hereinafter “**Company**”) (Municipality and Company, collectively the “**Parties**”).

RECITALS

WHEREAS, Company intends to site and operate a licensed Marijuana Establishment for the purpose of manufacturing adult-use marijuana (“**RME**”) at 72 Jeffrey Avenue, Unit 2, Holliston, MA, 01746 (the “**Facility**”) in accordance with the laws of the Commonwealth of Massachusetts (“**MA Law**”) and those of the Municipality (“**Local Law**”), as the same may be amended from time to time;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality as a consequence of the unique impacts affecting the Municipality as a result of the Company operating in the Municipality; and

WHEREAS, the Municipality supports Company’s intention to operate a RME only for the product manufacture of adult-use marijuana at the Facility.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Notice of Licensure.** The Company shall promptly notify the Municipality upon the written notice of final license issuance from the Massachusetts Cannabis Control Commission (“**CCC**”).
2. **Host Community Payments.** In the event that Company obtains a final license, or its equivalent, for the operation of a RME in the Municipality from the CCC and receives all necessary approvals from the Municipality to operate a RME at the Facility, and begins operating a RME at the Facility, then Company agrees to the following:
 - a. The Company shall make annual payments to the Municipality of three percent (3%) of the gross wholesale sales of adult-use and marijuana products (collectively “**Marijuana**”) manufactured at the Facility in the preceding year

(the “RME Payment”). Said annual payments are one and the same with, and not in addition to, the payments detailed in Section 5 of this Agreement.

- b. The initial RME Payment for year 1 shall be due on the first day of the fourteenth (14th) month following the date that the Company begins wholesale sales of adult-use to licensed Marijuana Establishments in the Commonwealth (the “Initial RME Payment”).
 - c. Subsequent RME Payments shall be due on each anniversary of the Initial RME Payment Date for the term of the Agreement; there shall be a total of five payments due and payable retroactively in accordance with the terms herein.
 - d. RME Payments are expressly included as “other municipal charges” pursuant to G.L. c. 40, § 57 and the Applicant may avail itself of any and all remedies provided for in the same. The Town of Holliston licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or other municipal charges upon a reasonable opportunity to cure the same. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than 14 days after said notice.
3. **Late Payment Penalty.** The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with thirty (30) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty of 5% on the outstanding funds subject to an interest rate of 1.5%, compounding monthly, on the total amount of the outstanding payment and penalty. The penalties set forth herein shall be separate and apart from other penalties set forth in this Agreement.
4. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the “Term”). This Agreement shall automatically terminate at the end of the Term, provided however, the terms of this Agreement regarding payments due hereunder shall survive the Term of this Agreement until the fifth payment is received by the Town in accordance with Section 2 herein. In the event Company ceases all RME operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its RME license(s), approvals, and/or permits to operate in the Municipality revoked by the CCC or the Municipality, and all appeals have been exhausted to make said revocation(s) final, this Agreement shall become null and void. If

this Agreement is terminated due to the Company's noncompliance with the terms hereof or the obligations contained herein, including compliance with State and Local law, and the Company fails to cure the same, the Company shall be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement in good faith prior to the end of the Term, including RME Payments to the extent permissible by law.

5. **Payments.** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of this marijuana establishment..." ("Town Costs"). The Parties acknowledge and agree that pursuant to G.L. c. 94C § 3(d) the Town may only use the community impact fee for costs reasonably related to the operation of this specific marijuana establishment. The Town acknowledges that the Company is required by the Commission to request documentation from the Town of how the community impact fee was utilized and the Town shall make a good faith effort to provide the same. Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and agree that three percent (3%) of Gross Receipts is a reasonable approximation of actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary. Should any law, rule, or regulation of the Commonwealth of Massachusetts or the Commission be amended, adopted, or revoked, this Agreement shall be amended by the Parties to comply with the same regardless of whether said law, rule, or regulation is expressly retroactive.

6. **Accounting and Review.** The Company shall submit financial sales records to the Municipality not later than January 31 of each calendar year, with a certification of the gross sales for said year.

Company shall submit to the Municipality copies of any additional financial records that it is required to submit to the CCC.

Company shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in accordance with standard accounting practices and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years.

7. **Acknowledgements.** The Municipality understands and acknowledges that any RME Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME at the Facility.
8. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable

real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.

9. **Other Payments.** The Company shall pay any and all fees associated with its annual purchases of water from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Marijuana Establishment.

10. **Community Support and Additional Obligations.**

- a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.
 - b. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
 - c. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.
11. **Support.** The Municipality agrees to submit to the CCC or any other regulatory agency all documentation and information required by the CCC from the Municipality for the Company to obtain approval to operate a RME for the product manufacturing of adult-use marijuana at the Facility. The Municipality agrees to support Company's application(s) for a RME for the product manufacturing of adult-use marijuana with the CCC but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.
12. **Limitation on Operations.** The Company acknowledges and agrees that this HCA covers the operation of a RME for the manufacture of cannabis infused edibles, topicals, and other non-combustibles, using clean, odorless distillate only at the Facility and no other business enterprise, including cultivation, retail sales, delivery, or manufacture of marijuana products other than stated above, shall be undertaken at the Facility absent express agreement of the Municipality. Further, the expansion of the operation shall not be allowed absent express approval of the Town at its sole discretion.

13. **Odor Control.** The Company agrees that in the event all cannabis related odors cannot be contained onsite, it will install and utilize sufficient odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the Town concerning odors that are detectable at abutting properties or units must be addressed thoroughly and expediently by the Company, including but not limited to the installation of said odor control technology.

14. **Security.** Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the CCC. In addition, Company shall at all times comply with MA Law and Local Law regarding security and operation of the Facility. Such compliance shall include but will not be limited to: after-hours contact information and access to surveillance operations; and requiring employees to produce their Program ID Card to law enforcement upon request.

The Company shall within a reasonable period of time report the discovery of the following to Municipal police: diversion of marijuana; unusual discrepancies identified during inventory indicating theft, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Company agrees that all marijuana products and marijuana will be transferred from the RME to the vehicle in which the marijuana and marijuana products will be in packages which do not denote the contents.

15. **No Shared Premises.** The Company acknowledges that the exterior and interior doors to the Facility in Unit 2, as well as loading areas are not shared with any other tenant or unit in the building. The Company acknowledges that there is no communal space with other tenants in which cannabis is stored, received, or dispersed. The Parties acknowledge and agree that the Facility includes communal space with other tenants including a break area and bathroom facilities which are not accessible to the general public and at no time will the general public or employees, visitors, or patrons of other tenants have unpermitted access to areas in which cannabis is stored, received, or dispersed. Subject to approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, the Facility shall not share or make alterations that result in sharing, any portion of the Facility with any other tenant except as described herein. The Facility shall be secured from access by permanent walls and exterior grade doors. Further, the buildout of the facility shall comply in all respects

with the design specifications required by the CCC for shared wall spaces and as represented at the meeting with the Select Board dated February 7, 2022.

16. **Hours of Operation.** The Company's hours of production operations shall be limited to 7:00AM to 9:00 PM Mondays through Fridays, provide however management will have access without limitation to conduct maintenance, emergency support, and general office operations. The Applicant reserves the right to request amended hours of operation pursuant to Section 19 of this Agreement.
17. **Compliance with Law.** The Company agrees to comply with all State and Local law, rules, regulations, and orders applicable to the RME, such as provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for operation of the RME.
18. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, as they may be amended from time to time, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
19. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment, which shall not be unreasonably withheld.
20. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced. Should any term or condition of this Agreement or any mandatory application thereof fail to comply with any amended law or guidance by the Commonwealth or the CCC pertaining to this agreement, said terms or conditions shall no longer apply and the Parties shall renegotiate the same in good faith pursuant to any revised law or guidance.
21. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
22. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior

agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

23. **Indemnification.** Upon the Effective Date, the Company shall defend, indemnify, and hold harmless the Municipality, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs ("Liabilities") that arise from or expressly relate to the Company's violation of any Massachusetts law or regulation governing medical marijuana and/or non-medical marijuana. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the Municipality arising out of any occurrence described in this section, upon notice from the Municipality, the Company shall, at its expense, defend such action or proceeding using legal counsel approved by the Municipality, provided that no such action or proceeding shall be settled without the approval of the Municipality. Notwithstanding anything to the contrary in this section, the Company's indemnification obligations hereunder shall not exceed \$200,000. Moreover, to the extent that the Company is required to make indemnification payments to the Municipality under this section, the Company shall have a right to receive future credits under this Agreement against future host community payments, as set forth in Section 3, to the extent that the Municipality is unable to substantiate costs for which it has received community impact fee payments under this Agreement.

24. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Town of Holliston
c/o Town Administrator
703 Washington Street
Holliston, MA 01746

To the Company:

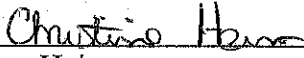
Good Feels, Inc.
23 Jayar Rd., Suite 6
Medway, MA 02053

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

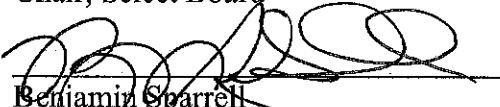
~ Signature Page Follows ~

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

TOWN OF HOLLISTON



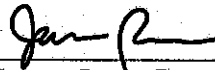
Tina Hein
Chair, Select Board



Benjamin Sparrell
Vice Chair, Select Board

John Cronin
Clerk, Select Board

GOOD FEELS, INC.



Name: Jason Reposa
Title: President



Plan to Remain Compliant with Local Zoning

Good Feels Inc will remain compliant with all local Holliston zoning and additional requirements as stated in its HCA and special permit agreement with the town.

As stated in the special permit decision this includes ongoing considerations such as:

SPECIFIC CONDITIONS OF APPROVAL

- *No corrections, additions, substitutions, alterations or any changes shall be made in any plans, proposals, and supporting documents approved and endorsed by the Planning Board without the written approval of the Planning Board. Any requests for modifications shall be made in writing to the Planning Board for review and approval and shall include a description of the proposed modification, reasons the modification is necessary, and any supporting documentation.*
- *Approval by the Planning Board shall not be treated as, nor deemed to be, approval by the Board of Health or Board of Selectmen, for a permit or license for the uses proposed.*
- *The plan set shall be endorsed by the Planning Board and presented to the Inspector of Buildings. Unless amended with the approval of the Planning Board, the endorsed plan set shall be the plan of record and construction should proceed in accordance with the plan and this Certificate of Action.*
- *Any violation of the conditions of the Special Permit shall be grounds for revocation.*
- *This permit is conditioned on obtaining all necessary local and state licenses, permits and approvals.*
- *This decision is issued to the Applicant noted and is not transferable or assignable. Any future successors must seek individual permits as necessary.*
- *Hours of Operation for production are limited to 7:00am to 7:00pm M-F. Administrative functions and building maintenance may occur outside of those hours. No deliveries or waste removal shall occur outside of the hours of operation. Any non-emergency exterior lighting shall be limited to 6:00 am to 8:00 pm Monday - Friday.*
- *Generator testing shall be scheduled between 9:00am and 3:00pm Monday - Friday to minimize any potential impacts to residential abutters.*
- *Smoking, burning and consumption of marijuana or marijuana infused products on the premises is prohibited.*
- *A final safety plan, including site security, security for transportation of cannabis products shall be provided to the Fire Chief and Police Chief as well for the file.*
- *Any future landscaping and lighting plans shall endeavor to balance the need for security with aesthetic concerns and impacts to abutting properties and public ways. Trespass of light at abutting property boundaries shall not be permitted. Lighting shall have no undue glare affecting the adjoining property boundaries or roadways and any fixture retrofit shall meet International Dark Sky Association standards. Height of any replacement light fixtures shall not exceed 15 feet as measured from the highest point of the light structure to finished grade.*
- *The applicant shall allow for periodic inspections by the Holliston Police Department, the Building Inspector, and/or the Board of Health during hours when the premises are open for business. The*



purpose of the periodic inspections is to determine if the licensed premises are operated in accordance with the requirements of the Special Permit and the conditions outlined therein.

- *To improve traffic safety in the community and within Lowland Industrial Park, best efforts shall be made to educate delivery drivers and vendors about the Town's Heavy Commercial Vehicle Exclusion on Woodland Street and use of designated park entrance at Whitney and Washington Streets through signage, website postings and loading dock postings.*
- *Prior to permanent Certificate of Occupancy, the applicant shall submit an as-built plan stamped by a professional engineer certifying that all site improvements are completed in accordance with the plan of record. The applicant shall submit a statement certifying that all conditions of approval of this decision have been met.*

Upon CCC inspection and licensure (provisional and final), the town of Holliston along with the Building Commissioner, Health Agent, Fire Chief, Police Chief, and the zoning Board will be sent all licensure applicable.

-The Applicant shall provide an annual report of Good Feels, Inc. operations to the Board, Building Commissioner, Health Agent, and Police Chief no later than January 31st of each year, including a copy of all current state licenses and demonstrating continued compliance with the conditions of this special permit. Any change in ownership of Good Feels, Inc. or change in management staff and key holders shall also be reported.

An annual report will be submitted to the Board, Building Commissioner, Health Agent, and Police Chief, by Jan 31st of 2024 and every year thereafter while Good Feels Inc is operational.

- *Smoking, burning and consumption of marijuana or marijuana infused products on the premises is prohibited.*

Good Feels Inc. has and will continue to ban smoking, burning, and consumption of marijuana or marijuana infused products on the premises.

- *The provision of any drive-through service for this establishment is prohibited.*

Good Feels Inc. has not and will not have a drive-through service.

- *There shall be no displays of marijuana infused products visible from the exterior of the establishment.*

Good Feels Inc. facility has only seven external windows, neither of which allow visibility into the establishment. Additionally, there will never be marijuana infused products visible from the exterior.



- *The Applicant is required to comply with the noise control provisions of Section 7.3.D of the Zoning Bylaw. Any new or altered mechanical equipment installed for this establishment shall be designed to comply with Section 7.3 of the Zoning Bylaw.*

Good Feels Inc. has and will continue to comply with all required noise control provisions as stated in its special permit with the town of Holliston.

- *The Applicant is required to comply with the odor control provisions of Section 7.3.D of the Zoning Bylaw. Any new or altered mechanical equipment or processing practices installed or instituted for this establishment shall be designed to comply with Section 7.3 of the Zoning Bylaw.*

Good Feels Inc. has and will continue to comply with all required odor control provisions as stated in its permit with the town of Holliston. Additionally, Good Feels Inc. will only use cannabis distillate for its products; no flower will be processed on site, thus reducing the likelihood of any odor control concerns.

- *The Permittee is prohibited from using unprocessed cannabis oils and is required to use only cannabis oil distillates for its production of cannabis infused products.*

Good Feels Inc. will only use cannabis oil distillate for production of its cannabis-infused products.

- *Hours of Operation – The authorized hours of operation for Good Feels, Inc. shall be from 7 am to 7 pm, Monday – Friday.*

Good Feels Inc. intends to have operating hours of 7am - 7pm, Monday - Friday.

- *The Permittee is required to provide current information to the Town with updated contact information for all management staff and any holders of keys or access devices to the Good Feels premises.*
- *This special permit is limited to the operation of a recreational marijuana manufacturing, processing and packaging establishment at 72 Jeffrey Ave. Holliston, MA. This permit does not authorize operation of a retail outlet for the sale of marijuana products, the cultivation of marijuana, the operation of a testing facility on the premises, or the operation of product delivery service directly to consumers. Any change to the approved use shall require a modification to this special permit and shall be in compliance with the Zoning Bylaw.*

Good Feels Inc. has and will continue to be solely an adult-use marijuana manufacturer, and there will be no retail outlet nor cultivation on site.



- *Delivery of products shall be in accordance with the applicant's transportation plan dated **December 19, 2019**. The Permittee may contract with one or more licensed Marijuana Transporters, as that term is defined in 935 CMR 500.102, to deliver products to various retail marijuana establishments throughout Massachusetts. The Permittee may also contract with one or more licensed Marijuana Delivery Operators as defined in 935 CMR 500.102 to purchase Permittee's products for resale to consumers; such Marijuana Delivery Operators shall transport Permittee's products from Permittee's location to the Operators' Warehouses for inventory and storage purposes prior to resale. Because this RME special permit is only for manufacturing, production and packaging and not for retail, deliveries directly to consumers are prohibited.*

Good Feels Inc. will work solely with licensed Third Party Marijuana Transporters and Marijuana Delivery Operators to transport its products for resale.

Good Feels Inc. will continue to remain compliant with all Holliston Zoning requirements and local ordinances.



good feels™

OFFICE OF THE
TOWN CLERK
HOLLISTON, MASS

2022 MAR 18 AM 11:06

NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT

GOOD FEELS, INC.
72 JEFFREY AVE., HOLLISTON, MA

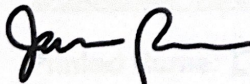
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 7, 2022 at 6pm. The meeting will be held at the Holliston Public Library, 752 Washington St, Holliston, MA 01746, in their conference room. The proposed Marijuana Product Manufacturer (MPM) is anticipated to be located at 72 Jeffrey Ave., Holliston, MA. There will be an opportunity for the public to ask questions.

To ask Questions in advance of the meeting, please send an email to: com@getgoodfeels.com.

Community members will be permitted and are encouraged to ask questions and receive answers from the CEO and other employees of Good Feels.

Best regards,

Jason Reposa



Founder & CEO
Good Feels Inc.

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):

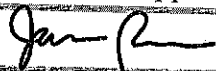
1. Name of applicant:

Good Feels, Inc.

2. Name of applicant's authorized representative:

Jason Reposa

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Holliston

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

TERANS ALLEN, TOWN ADMINISTRATOR



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



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).*):

AHERNT@HOLLISTON.K12.MA.US

8. Host community agreement execution date:

05/23/2022



Public Notices

LEGAL NOTICE

Good Feels

**NOTICE OF COMMUNITY
OUTREACH MEETING
REGARDING ADULT-USE
MARIJUANA
ESTABLISHMENT
GOOD FEELS, INC.
72 JEFFREY AVE.,
HOLLISTON, MA**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 7, 2022 at 6pm. The meeting will be held at the Holliston Public Library, 752 Washington St, Holliston, MA 01746, in their conference room. The proposed Marijuana Product Manufacturer (MPM) is anticipated to be located at 72 Jeffrey Ave., Holliston, MA. There will be an opportunity for the public to ask questions.

To ask Questions in advance of the meeting, please send an email to: com@getgoodfeels.com.

Community members will be permitted and are encouraged to ask questions and receive answers from the CEO and other employees of Good Feels.

Best regards,
Jason Reposa
Founder & CEO
Good Feels Inc.

AD# 7077863
DN: 3/25, 3/27, 3/28, 3/29, 3/30,
3/31, 4/01, 4/03, 4/04, 4/05, 4/06,
4/07/2022

**CARR ESTATE
LEGAL NOTICE
Commonwealth of
Massachusetts
The Trial Court
Worcester Probate and
Family Court
Docket No.
WO22P0758EA
INFORMAL PROBATE**

Public Notices

accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Patricia Gorman, First Justice of this Court.

Date: March 14, 2022

Colleen M Brierley
Register of Probate

AD# 7072276
DN: 3/25/2022

FAHEY

**LEGAL NOTICE
Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Middlesex Probate and
Family Court
10-U Commerce Way
Woburn MA, 01801
Docket No. MI22P1353GD
CITATION GIVING
NOTICE OF PETITION
FOR APPOINTMENT OF
GUARDIAN FOR INCA-
PACITATED PERSON
PURSUANT TO G.L. c.
190B, §5-304**

In the matter of: Nicole May Fahey
Of: Reasing, MA

RESPONDENT
Alleged Incapacitated
Person

To the named Respondent and all other interested persons, a petition has been filed by Department of Developmental Serv of Hathorne, MA in the above captioned matter alleging that Nicole May Fahey is in need of a Guardian and requesting that Robert

cars • garage sales • tickets • antiques • motorcycles
computers • boats sports • equipment • pets
instruments • jewelry • furniture • auctions
collectibles • jobs • appliances
yard sales • tablets • cameras • coins

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

HOLLISTON, MA 01746

OFFICIAL USE

Certified Mail Fee \$3.75

\$

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$

\$0.00

☐ Return Receipt (electronic)

\$

\$0.00

☐ Certified Mail Restricted Delivery

\$

\$0.00

☐ Adult Signature Required

\$

\$0.00

☐ Adult Signature Restricted Delivery

\$

Postage \$0.58

\$

Total Postage and Fees

\$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

53 Jeffrey Ave U-5
Holliston MA 01746

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0453
10

Postmark
Here

MAR 24 2022

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

FRAMINGHAM, MA 01702

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|--------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic) | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$0.00 |
| <input type="checkbox"/> Adult Signature Required | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

223 Arlington St.

City, State, ZIP+4®

Framingham MA 01702

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

MAR 24 2022
0453 10
Postmark Here
03/24/2022

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

HOLLISTON, MA 01746

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38



Sent To

Street and Apt. No., or PO Box No.

53 Jeffrey Ave

City, State, ZIP+4®

Holliston MA 01746

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0000 4961 0957

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Framingham MA 01701

OFFICIAL USE

Certified Mail Fee \$3.75

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|---------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ 3.05 |
| <input type="checkbox"/> Return Receipt (electronic) | \$ 0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ 0.00 |
| <input type="checkbox"/> Adult Signature Required | \$ 0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ 0.00 |

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7510-02-000-9047

See Reverse for Instructions



7020 1290 0000 4961 0919

18 White More St.
Framingham MA 01701

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

DUBLIN, PA 18917

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PO BOX 1029

Dublin PA 18917-1029

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0453
10

Postmark
Here

03/24/2022

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Needham Heights, MA 02494

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

337 Reservoir St. Flr 3

City, State, ZIP+4®

Needham Heights MA 02494

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Holliston, MA 01746

OFFICIAL USE

Certified Mail Fee \$3.75

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street

City, State, ZIP+4®

72 Jeffrey Ave
Holliston MA 01746

0453
10

Postmark
Here

03/24/2022

7020 1290 0000 4961 0896

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Dover, MA 02030

OFFICIAL USE

Certified Mail Fee

\$3.75

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$

\$3.05

\$0.00

☐ Return Receipt (electronic)

\$

\$0.00

☐ Certified Mail Restricted Delivery

\$

\$0.00

☐ Adult Signature Required

\$

\$0.00

☐ Adult Signature Restricted Delivery

\$

\$0.00

Postage

\$0.58

\$

Total Postage and Fees

\$7.38

\$

Sent To

Street and Apt. No., or P.O. Box No.

PO BOX 325

City, State, ZIP+4®

Dover MA 02030

0453

10

Postmark
Here

03/24/2022

7020 1290 0000 4961 0940

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Framingham, MA 01701

OFFICIAL USE

Certified Mail Fee	\$3.75
\$	\$3.05
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

\$
Total Postage and Fees \$7.38

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

18 Whittemore Rd

Framingham, MA 01701



7020 1290 0000 4962 0971

7020 1290 0000 4961 0995

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Danville, CA 94526

OFFICIAL USE

Certified Mail Fee	\$3.75
\$	\$3.05
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.58
\$	
Total Postage and Fees	\$7.38
\$	



Sent To	[Redacted]
Street and Apt. No., or PO Box No.	156 Diablo Rd #300
City, State, ZIP+4®	Danville, CA 94526

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Medway, MA 02053

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$

Postage \$0.58

\$

Total Postage and Fees

\$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

142 Winthrop St.

City, State, ZIP+4®

Medway MA 02053



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0000 4961 0964

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

Eureka, CA 95501

OFFICIAL USE

Certified Mail Fee \$3.75

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

\$

Total Postage and Fees \$7.38

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

323 Fifth St.

Eureka CA 95501

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 1290 0000 4961 0889

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Holliston, MA 01746

OFFICIAL USE

Certified Mail Fee \$3.75

\$3.05

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To



Street and Apt. No., or PO Box No.

10 Meilen St.

City, State, ZIP+4®

Holliston, MA 01746

0453
10





Plan for Positive Impact

Good Feels is dedicated to the town of Holliston and the surrounding area. The ownership of Good Feels has attested they qualify as a Minority Business Enterprise (MBE) with the state and has submitted documentation in support of that claim to the Supplier Diversity Office (SDO).

Although Good Feels is not located in a town of disproportionate impact, our positive impact plan includes support through several goals. All goals to be reviewed on the anniversary of commencement and measured for progress.

Measurement

We acknowledge that the progress or success of this plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

Advertising, Branding, Marketing and Sponsorship

We acknowledge that this plan will adhere to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments, as required by 935 CMR 500.105(4)

No violations of regulations and state laws

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

Goals

- By end of 1st year after commence operations: At least 2 of 3 goals achieved
- By end of CY 2023: All 3 goals achieved

Goal #1 -- Hiring with a preference to those from a disproportionately impacted area, or with non-violent marijuana drug convictions

- Good Feels will post job opportunities online and in the local newspaper, the Worcester Telegram & Gazette, with the aim to attract candidates from:

Census Tract 7302, Worcester County, Massachusetts 730200
Census Tract 7305, Worcester County, Massachusetts 730500
Census Tract 7310.02, Worcester County, Massachusetts 731002
Census Tract 7312.03, Worcester County, Massachusetts 731203
Census Tract 7312.04, Worcester County, Massachusetts 731204
Census Tract 7313, Worcester County, Massachusetts 731300
Census Tract 7314, Worcester County, Massachusetts 731400
Census Tract 7315, Worcester County, Massachusetts 731500
Census Tract 7317, Worcester County, Massachusetts 731700
Census Tract 7318, Worcester County, Massachusetts 731800
Census Tract 7323.02, Worcester County, Massachusetts 732302
Census Tract 7324, Worcester County, Massachusetts 732400
Census Tract 7327, Worcester County, Massachusetts 732700
Census Tract 7330, Worcester County, Massachusetts 7

- We estimate the job postings will occur once a quarter
- Massachusetts residents with non-violent marijuana drug convictions will be encouraged to apply
- Our goal is to hire at least 30% of our employees with these qualities - Success is determined by measuring the number of employees meeting these qualities

Current Metrics: Goal #1 - While Good Feels, Inc. has followed through in its efforts to post job offerings in the Worcester Telegram & Gazette (online & in print) in an attempt to garner employees from Worcester (classified by the CCC as a disproportionately impacted area), Good Feels, Inc. has not succeeded in securing viable candidates from this area as of 10/19/2022. Good Feels, Inc. will continue to follow the action plan set by this goal through 2023 and will re-evaluate by next renewal date in 2024.

Goal #2 -- Support and partner with licensed cannabis businesses and other business owners in disproportionately impacted areas.

- Through procurement of cannabis material and other resources we pledge to maintain a preference to purchase from companies certified as being either from social equity or economic empowerment license types, or doing business in areas of disproportionate impact.
- Our goal is to purchase at least 25% of our materials through those businesses - Success is determined by recording and maintaining these relationships

Current Metrics: Goal #2 - Good Feels, Inc. has successfully met this goal. With the first purchase of distillate from our partnership with Commonwealth Alternative Care, located in Brockton, MA (defined by the CCC as operating in a disproportionately affected area) and our second distillate purchase from our partnership with Trulieve, a WMBE. Good Feels, Inc. will continue to support and purchase materials required to produce our products under this preference.

Goal #3 -- Pay a living wage for all employees

- We believe in paying more than the minimum. We can provide a better standard of living for people in areas of disproportionate impact by paying them a living wage. - All employees will earn at least \$20/hr for part-time employees, or the equivalent for full-time employees.
- Success is determined by auditing payroll records

Current Metrics: Goal #3 - Good Feels, Inc. has met and/or exceeded this goal in it's promise to pay living wages for all employees. Payroll records will be attached with this document.

BY-LAWS
OF
GOOD FEELS INC.

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at 10:00 A.M. on the second Tuesday of April of each year. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

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

Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

Section 7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to

tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

Section 10. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 11. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

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

Section 13. Shareholders List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

Section 1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of

Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. Removal. The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe

the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director

participating in a meeting by this means is considered to be present in person at the meeting.

Section 16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

Section 17. Compensation. The Board of Directors may fix the compensation of Directors.

Section 18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

Section 19. Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of

those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

Section 20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic

transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

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

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

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

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

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

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

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

Section 10. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any

tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

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

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

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

Section 5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to

indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Massachusetts Secretary of State.

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

Section 3. Scope of Inspection Right.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

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

ARTICLE VII

INDEMNIFICATION

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

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

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

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

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

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

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

Section 4. Determination of Indemnification. The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more Disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a Disinterested Director may not be voted on the determination.

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified,

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

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

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

Section 7. Application of this Article.

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

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Good Feels Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

n/a

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	275,000	\$0.01

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Not applicable

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

Not applicable

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Attachment Article VI

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
One Shady Lane, Medway, Massachusetts 02053
- b. The name of its initial registered agent at its registered office:
Jason Reposa
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Jason Reposa, One Shady Lane, Medway, Massachusetts 02053**

Treasurer: **Jason Reposa, One Shady Lane, Medway, Massachusetts 02053**

Secretary: **Jason Reposa, One Shady Lane, Medway, Massachusetts 02053**

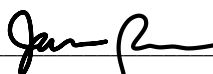
Director(s): **Jason Reposa, One Shady Lane, Medway, Massachusetts 02053**

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Manufacturing
- f. The street address of the principal office of the corporation:
One Shady Lane, Medway, Massachusetts 02053
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

One Shady Lane, Medway, Massachusetts 02053, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed this _____ day of **August**, **2020** by the incorporator(s):

Signature:  _____

Name: **Jason Reposa** _____

Address: **One Shady Lane, Medway, Massachusetts 02053** _____

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Attachment Sheet

Article VI

1. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
2. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit.
3. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.
4. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting, and the notice requirements of Section 7.04(d) have been complied with.
5. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the shareholders.

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

C
TO BE FILLED IN BY CORPORATION
Contact Information:

M

Leslie Martello, Legal Specialist

Gesmer Updegrove LLP

40 Broad Street, Boston, Massachusetts 02109

Telephone: _____ 617-350-6800

Email: _____ leslie.martello@gesmer.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.



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

mass.gov/dor

Letter ID: L1318931392
Notice Date: August 31, 2022
Case ID: 0-001-708-026



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GOOD FEELS INC
23 JAYAR RD STE 6
MEDWAY MA 02053-1735

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GOOD FEELS INC 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



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

William Francis Galvin
Secretary of the
Commonwealth

Date: August 22, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,

GOOD FEELS INC

is a domestic corporation organized on **August 21, 2020** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 22080518460

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc



Business Plan

Jason Reposa

jason@getgoodfeels.com

Executive Summary

Good Feels Inc. was established in 2020 to provide safe alternatives to smoking and vaping. Our vision is to have non-combustibles be the main way to consume cannabis and to see the improvement, or elimination, of the issues that have plagued cannabis such as the failed war on drugs. We are seeking a Marijuana Product Manufacturing (MPM) license through the Cannabis Control Commission (CCC).

Vision

With the massive public image failure of tobacco companies, we believe that smoking and vaping will never be mainstream again. We create products that bring the benefits of cannabis without the harm of consuming it through combustion.

Mission

Good Feels creates functional and effective cannabis formulas. Our mission is to use technology to create consumer-driven products that allow consumers to get the full benefits of the cannabis plant without sacrifice.

Team

CEO

Jason Reposa, CEO, is a well experienced operator having built many businesses over his lifetime. Most recently Jason sold his company, MBTmedia, to a publicly traded company during his last tenure as Founder/CEO. A 20+ year veteran of software and computer technology, he now is focused on entering the CPG space with a renewed appetite for being a positive change agent. A true “learner” in the purest sense, Jason has the desire and drive to learn every single component of cannabis and the manufacturing of cannabis products.

Architect

Good Feels has engaged Joe the Architect and is being project managed by Alex Siekierski.

Security Team

Good Feels has engaged American Alarm and Communications to provide a design, install and monitoring of the facilities.

Location

Holliston is adjacent to our first facility in Medway. Being located right off of 495 provides us access to all parts of Massachusetts. Currently, it is home to other cannabis companies. The town has the officials and experience to support the launch and operation of cannabis operators.

Financials

Good Feels is currently funded by CEO, Jason Reposa. The initial investment is \$200,000 to build, and operate Good Feels for 6 months after launch.

Operations

Our operating policies and procedures are covered in our Operating Policy Manual. Daily operations will be carried out by Registered Agents licensed by the CCC. We will hire and train our first employee during the build-out of the facility.

Community Support

Good Feels has worked closely with the town and understands we have a mutual benefit to seeing the company succeed. Good Feels held a Community Outreach Meeting, which was

circulated online, in a local newspaper and to all abutters. We satisfactorily answered all questions from all participants.

Outlook

Good Feels anticipates a net loss of \$-143,735 during the preoperational period. Our aim is to keep costs low and controlled, selectively using capital to spend where necessary. Revenue through the first full year of operation is expected to be \$518,400, with a Net Profit of \$72,117. As with all cannabis companies operating in the licensed Massachusetts market, there are hefty state and local taxes to consider when scaling the business. During the first full year, nearly \$100,000 in taxes will be paid. The following income statement carries from commencement of operations through the next 3 full years.

		Launch	Year 1	Year 2	Year 3
Revenue			518,400	1,036,800	2,073,600
-- Cases			120	240	480
COGS			183,514	308,966	501,811
-- Cost of THC (per kg)			30,000	25,000	20,000
-- Cost of ingredients (per kg)			900	800	700
Gross Profit			334,886	727,834	1,571,789
Operating Expenses		143,735	163,268	346,095	629,704
-- Non-payroll expenses		133,735	78,268	86,095	94,704
-- Payroll expenses					
-- -- Operators			75,000	150,000	225,000
-- -- Managers				100,000	100,000
-- -- Executives					200,000
-- CCC Fees		10,000	10,000	10,000	10,000
EBITDA		-143,735	171,618	381,739	942,085
Corporate Taxes			99,501	217,741	490,230
-- Federal			70,326	152,845	330,076
-- State			29,175	64,896	160,154
-- Local			15,552	31,104	62,208

Net Profit		-143,735	72,117	163,998	451,855
Charitable Donation (min)			3,606	8,200	22,593

Anticipated Timeline

September 2022

We continue to engage our architect and engineers to finalize the plans for construction.

January 2023

We begin to build out our facility. At this point we have secured all building materials and components to ensure the completion of the build. All of the planning of risk scenarios that have taken place in 2022 has given us an advantage in managing any exogenous events that would have taken us off course.

March 2023

Utilizing our existing team of registered agents in our Medway facility, we begin monitoring the construction process and ensure our sales team has begun reaching out to dispensaries about our addition capacity.

April 2023

The buildout has completed. We begin to finalize the hiring of our first employees and begin onboarding. Registering as an agent with the CCC and Responsible Vendor Training will be required for all employees.

Once we have employees we will update our insurance policies for general liability, product liability, and worker's compensation. The new employees will receive all our existing benefits.

May 2023

After a successful inspection from the Cannabis Control Commission, our Final License has been granted. SOPs have been checked and double-checked. We run through the process many times and have put in place additional checks to ensure we are operating safely, securely and efficiently.

June 2023

We commence operations. The operators hired in April will begin to manufacture products and our existing team will maintain recordkeeping, financial and otherwise, and oversee operations.

Ongoing

We will continue to improve our operations throughout the year while hitting our financial goals and our goals set forth in our Plan for Positive Impact.



Plan for Obtaining Liability Insurance

Good Feels Inc is covered by Amplified Insurance. We maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Good Feels will consider additional coverage based on availability & cost-benefit analysis.



CANNABIS

Maintaining of financial records

Good Feels Inc 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, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Good Feels Inc.

All financial data will be backed up regularly to ensure that any computer failure will not result in the loss of records. All physical year end records will be maintained in a locked fire resistant safe for a minimum of two years from each year end.

At least one staff member or vendor with a financial controller background will be chosen to manage the accounting practices and procedures ongoing. If any change in personnel occurs, management will meet to determine and ensure the financial records will continue to be maintained in accordance with requirements above and set forth by the CCC.

Good Feels Inc will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). At minimum Good Feels Inc will conduct a monthly reconciliation of its sales data to determine no manipulation or alteration of sales data has taken place. Good Feels Inc will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.

If Good Feels Inc determines that sales data has been altered it will disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations.

Following the closure of Good Feels Inc, all records will be kept for at least two years at our expense and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept 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).

MFG - Energy Efficiency and Conservation

Good Feels Inc.



Version	V4
Effective Date	09/19/2021
Last Revised	04/09/2021

Policy

Good Feels Inc. will meet the requirements described below as a condition of license renewal. Good Feels Inc. will maintain policies and procedures for energy efficiency and conservation, and meet all applicable environmental laws, regulations, permits, and other applicable approvals. Good Feels Inc. will seek legal counsel as applicable to ensure it is meeting all requirements for energy efficiency and conservation.

Good Feels Inc. will maintain an Energy Plan for its manufacturing facility that considers the following:

Required policies and procedures that include:

- Identification of potential energy use reduction and renewable energy generation opportunities
- A plan for implementation of such opportunities
- Submission of building plans showing where energy generators could be placed on the site, and, if applicable, an explanation of why the identified opportunities were not pursued
- Strategies to reduce electric demands, such as lighting schedules, active load management and energy storage
- Engagement with MassSave or local municipal lighting plant energy efficiency programs

In addition, Good Feels Inc. has the opportunity to obtain an Energy and Environmental Leader rating, if Good Feels Inc. has:

- Met or exceeded energy and environmental impact goals for its registration period
- Consistently documented and complied with best management practices for energy use, waste disposal, and environmental impact
- Documented that renewable energy credits representing 100% of Good Feels Inc.'s energy usage have been retired
- Labeled all its products as being produced using 100% renewable energy

As a best practice, and if practical, Good Feels Inc. may ensure that the building used for manufacturing operations meets the following energy efficiency and equipment standards:

- The building envelope meets minimum Massachusetts Building Code requirements and amendments including but not limited to:
 - 780 CMR: State Building Code
 - ASHRAE Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code
 - IECC Section C402

Note: Manufacturing facilities using existing buildings may demonstrate that they are executing all best practices possible by showing that the envelope insulation complies with Type Factory Industrial F-1 minimum standards, as further defined in guidelines issued by the Commission.

HVAC and dehumidification systems will meet the following:

- 780 CMR: State Building Code
- IECC Section C403
- ASHRAE Chapter 6 as applied or incorporated by reference in 780 CMR: State Building Code

Note: Good Feels Inc. may provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code, and that such systems have been evaluated and sized for the anticipated loads of Good Feels Inc.'s manufacturing facility.

If Good Feels Inc. is an adult-use license only:

- Requirements for HVAC and dehumidification systems will not apply if Good Feels Inc.'s manufacturing facility is generating 80% or more of the total annual onsite energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F & 11F½
- Good Feels Inc. must document that renewable energy credits or alternative energy credits representing the portion of Good Feels Inc.'s energy usage that have not been generated on-site has been purchased and retired on an annual basis

Note: These are not required by Good Feels Inc.'s manufacturing facility, but are considered energy efficiency and conservation best practices.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.110\(4\)\(f\) \(2021\)](#); [CMR 935.500.040\(3\)\(c\) \(2021\)](#); [CMR 935.500.105\(1\)\(q\) \(2021\)](#); [CMR 935.500.130\(3\) \(2021\)](#); [CMR 935.500.105\(13\)\(h\) \(2021\)](#); [CMR 935.500.040\(1\)\(c\) \(2021\)](#).

Medical Use Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.040\(3\)\(c\) \(2021\)](#); [CMR 935.501.040\(1\)\(c\) \(2021\)](#); [CMR 935.501.105\(1\)\(q\) \(2021\)](#); [CMR 935.501.105\(13\)\(h\) \(2021\)](#); [CMR 935.501.130\(3\) \(2021\)](#).

Purpose

This document covers energy efficiency and conservation requirements established by the Commission.

Scope

Facilities, Reporting Requirements, Sanitation, Quality, Energy

Employee Responsible

Operations & Compliance Manager, Production Manager

Definitions

n/a

Resources

Personal protective equipment (PPE), Good Feels Inc.’s Management and Operations Profile, 780 CMR: State Building Code, International Energy Conservation Code (IECC) Sections C.402 and C.403, ASHRAE Chapters 5.4, 5.5, and 6 as applied or incorporated by reference in 780 CMR: State Building Code, M.G.L. c. 25, § 21, [Commission's Energy and Environment Compiled Guidance](#), [Commission's Checklists for Energy Compliance](#), [Mass Save website link](#)

MFG - Energy Efficiency and Conservation

A. **Audit Good Feels Inc.’s current energy efficiency and conservation policies and procedures, and look for the following:**

[CMR 935.500.105\(1\)\(q\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\) \(2021\)](#)

1. Potential renewable energy opportunities, including where generators can be placed on-site.

[CMR 935.500.105\(1\)\(q\)\(2\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(2\) \(2021\)](#)

2. Energy strategies for transportation, including but not limited to the use of vehicles that use alternative fuels.

Note: Please see the links to the Commission's Energy and Environment Compiled Guidance and Checklists for Energy Guidance in the Resources section for more information.

[CMR 935.500.105\(13\)\(h\) \(2021\)](#) [CMR 935.501.105\(13\)\(h\) \(2021\)](#)

3. Potential energy use reduction opportunities, including:

- Use of natural lighting
- Heat recovery
- Ventilation
- Energy efficiency measures

[CMR 935.500.105\(1\)\(q\)\(1\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(1\) \(2021\)](#)

B. **Energy Efficiency Plan**

[CMR 935.500.105\(1\)\(q\)\(1\) \(2021\)](#) [CMR 935.500.105\(1\)\(q\)\(1\) \(2021\)](#) [CMR 935.500.130\(3\) \(2021\)](#)
[CMR 935.501.130\(3\) \(2021\)](#)

1. Engage with MassSave or local Municipal Lighting Plant energy efficiency programs.

Note: Please see the link to the Mass Save website in the Resources section for more information.

[CMR 935.500.105\(1\)\(q\)\(4\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(4\) \(2021\)](#)

2. Implement strategies to reduce electric demand, such as:

- Lighting schedules
- Active load management
- Energy storage

[CMR 935.500.105\(1\)\(q\)\(3\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(3\) \(2021\)](#)

3. Use and purchase energy efficient pumps, cooling systems, and other equipment whenever possible.

Best Practice

4. Consider purchasing Energy-Star electric products.

[CMR 935.500.105\(1\)\(q\)\(1\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(1\) \(2021\)](#)

5. Identify and consider sources of renewable energy.

[CMR 935.500.105\(1\)\(q\)\(2\) \(2021\)](#) [CMR 935.501.105\(1\)\(q\)\(2\) \(2021\)](#)

6. Include the following in Good Feels Inc.’s Energy Plan:

- Building plans showing where energy generators could be placed on-site
- An explanation of why identified opportunities for renewable energy were not pursued, if applicable

CMR 935.500.105(1)(q)(2) (2021)

CMR 935.501.105(1)(q)(2) (2021)

7. Monitor energy and water usage, and report energy and water usage to the Commission.

Best Practice

8. Create and maintain a transportation plan that takes environmental and energy efficiency factors into consideration.

CMR 935.500.105(13)(h) (2021)

CMR 935.501.105(13)(h) (2021)

9. Perform the following actions to Good Feels Inc.’s manufacturing facility, if it is not unreasonably impracticable:

- Insulate perimeter (side and end walls), foundation, and distribution piping
- Install windbreaks on the north side to reduce wind-induced heat loss
- Install automatic closing doors
- Weather strip doors, vents, fan openings
- Repair broken or torn glazing
- Use aspirated thermostats or thermometers for more uniform temperature control
- Use the largest diameter fans with the smallest motor that meets ventilation requirements

Best Practice

C. **Recordkeeping Requirements - Maintain all energy efficiency and conservation records for Good Feels Inc.’s renewal application, and for at least two years after Good Feels Inc. ceases to operate, in a form and location acceptable by the Commission. Make them available to the Commission upon request.**

CMR 935.500.105(9)(g) (2021)

CMR 935.501.105(9)(g) (2021)

CMR 935.500.002 (2021)

1. A report of Good Feels Inc.’s energy and water usage over the previous 12 month period.

Best Practice

2. Good Feels Inc.'s energy efficiency and conservation policies and procedures.

CMR 935.500.105(9)(a) (2021)

CMR 935.501.105(9)(a) (2021)

CMR 935.500.105(1)(q)(1)-(4) (2021)

CMR 935.501.105(1)(q)(1)-(4) (2021)

MFG - Facility Access Control

Good Feels Inc.



Version	V5
Effective Date	09/19/2021
Last Revised	04/08/2021

Policy

Good Feels Inc. will follow its Security Plan and maintain a commercially viable, up-to-date security alarm system to prevent unauthorized access to Good Feels Inc.'s manufacturing facility, limited access areas, and security system equipment and recordings.

Good Feels Inc.'s manufacturing facility will be securely locked and protected from unauthorized entry at all times. Good Feels Inc.'s manufacturing facility will be enclosed on all sides by permanent walls and doors, and secured against unauthorized entry. All facility windows will be of reinforced glass and will be tinted, in addition to being monitored by the facility's central alarm system. All external locks will be equipped with access controls. For doors into secure storage areas and all entries and exits into the manufacturing facility, Good Feels Inc. will use locks and lock cylinders, which are burglary resistant, non-residential, and commercial-grade. On-site surveillance rooms will always remain locked and will not be used for any other function.

Appropriate security measures to deter and prevent the theft and diversion of marijuana and marijuana products will be implemented. All manufacturing will take place in designated production areas within Good Feels Inc.'s securely locked limited access areas monitored by a surveillance camera system. Marijuana products will not be visible from a public place outside of Good Feels Inc.'s manufacturing facility without the use of binoculars, optical aids or aircraft.

Alarm systems will have the ability to remain operational during a power outage and:

Have a duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities
Be equipped with a failure notification system to Good Feels Inc.'s manufacturing facility of any failure in the alarm system within five minutes of the failure, via telephone, email, or text message

Good Feels Inc. will have a back-up alarm system that:

- Has all the capabilities of the primary system, and is provided by a company supplying commercial grade equipment, who will be a different company than the company supplying the primary security system
- Will demonstrate that it meets the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system

In addition, Good Feels Inc. will maintain a commercially viable, up-to-date video surveillance system. All video surveillance systems will be equipped with:

- Digital video cameras
- 24 hours per day, 7 days per week recording capabilities
- The ability to remain operational during a power outage

The Operations & Compliance Manager will ensure all locks and security equipment are in good working order, and that all keys are not left in locks or stored in a location accessible to those other than specifically authorized personnel. Employee proximity cards, access codes, and other access hardware credentials will be distributed on a limited and individual basis to authorized manufacturing facility personnel.

Floor plans, elevation drawings, and all records relating to manufacturing facility access control will be kept in Good Feels Inc.'s Security Plan. These records are to be made available to the Commission, local law enforcement agencies, or local licensing authorities upon request. Good Feels Inc. will develop and maintain sufficient additional safeguards as required by the Commission for special security concerns.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.105\(1\)\(a\) \(2021\)](#); [CMR 935.500.105\(1\)\(b\) \(2021\)](#); [CMR 935.500.105\(1\)\(j\) \(2021\)](#); [CMR 935.500.110 \(2021\)](#).

Medical Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.105\(1\)\(a\) \(2021\)](#); [CMR 935.501.105\(1\)\(b\) \(2021\)](#); [CMR 935.500.105\(1\)\(j\) \(2021\)](#); [CMR 935.501.105\(3\)\(d\) \(2021\)](#); [CMR 935.501.110 \(2021\)](#).

Purpose

This document provides a general description of the security equipment installed, access barriers implemented, and measures taken by Good Feels Inc. to secure the manufacturing facility and to prevent unauthorized access.

Scope

Security, Facilities, Reporting Requirements, Books and Records, Employees

Employee Responsible

Operations & Compliance Manager, Production Manager, Manufacturing Facility Agents

Definitions

n/a

Resources

Good Feels Inc.’s Security Plan, detailed floor plans indicating the activities performed in each area, Tools and equipment used by the Security Commission, employee proximity cards

MFG - Facility Access Control

A. Manufacturing Facility Access Control

- CMR 935.500.105(1)(a) (2021)
- CMR 935.501.105(1)(a) (2021)
- CMR 935.500.110(1)(d) (2021)
- CMR 935.501.110(1)(d) (2021)

1. Positively identify all individuals who seek access to the premises, including outside vendors, contractors, and visitors. Ask for their valid government-issued identification. Only allow individuals who physically possess their valid, unexpired government-issued ID.

Note: Please see Good Feels Inc.'s Visitor Access Control SOP for more information.

- CMR 935.500.110(1)(a) (2021)
- CMR 935.501.110(1)(a) (2021)
- CMR 935.500.002 (2021)

2. **Adult-Use** - Only allow Good Feels Inc. agents who physically possess their agent registration card and individuals who are 21 years or older access to Good Feels Inc.'s manufacturing facility.

- CMR 935.500.110(1)(a) (2021)
- CMR 935.500.030(7) (2021)
- CMR 935.501.030(7) (2021)

3. Confirm that Good Feels Inc.'s facility prominently displays security system notification signage.

Best Practice

4. Confirm that Good Feels Inc.'s manufacturing facility final license is posted in a conspicuous place on the premises.

- CMR 935.500.103(2)(e) (2021)
- CMR 935.501.103(2)(e) (2021)

5. Ensure that Good Feels Inc.'s local permits (i.e. zoning, fire, taxes, etc.) are posted conspicuously on the premises where required by local law.

- CMR 935.500.170(1) (2021)
- CMR 935.501.170(1) (2021)

6. Verify with the facility maintenance crew that the facility’s perimeter doors are equipped with the following:

- Commercial-grade, non-residential door locks
- Automatic locking hardware
- Electric strike
- Biometric access controls
- Contact alarms to prevent unauthorized entry
- Back-up alarm that has all the same capabilities as the primary alarm system
- Closed Circuit Television (CCTV) cameras that may be supplemented with fixed and pan-tilt-zoom (PTZ) cameras

- CMR 935.500.110(5)(a)(1) (2021)
- CMR 935.501.110(5)(a)(1) (2021)
- CMR 935.500.110(5)(c) (2021)
- CMR 935.501.110(5)(c) (2021)

7. Verify with the facility maintenance crew and project management team members that the facility’s windows are:

- Tinted
- Of reinforced glass
- Equipped with hefty window locks that are visible from the outside
- Equipped with alarms

- CMR 935.500.110(5)(a)(1) (2021)
- CMR 935.501.110(5)(a)(1) (2021)
- CMR 935.500.110(5)(c) (2021)
- CMR 935.501.110(5)(c) (2021)

8. Confirm all locks and security equipment are in good working order.

CMR 935.500.110(1)(h) (2021)

CMR 935.501.110(1)(h) (2021)

9. Install video cameras in all areas that contain marijuana and marijuana products, and at all points of entry and exit. If video cameras are already installed, verify that they are working properly.

Note: Please see Good Feels Inc.'s Surveillance Overview SOP for a comprehensive list of the areas that need to be covered by video surveillance.

CMR 935.500.110(5)(a)(4) (2021)

CMR 935.501.110(5)(a)(4) (2021)

10. **Adult-Use** - Install motion detectors, if used, in a location where it can adequately detect motion, but also without causing any false alarms.

Note: The best location for a motion detector is usually in the corner of the room, away from any windows, about 6 to 8 feet off the ground. Please see Good Feels Inc.'s Surveillance Overview SOP for more information.

CMR 935.500.110(5)(a)(5) (2021)

11. Install smoke and fire alarms. If alarms or switches are already installed, verify that they are working properly.

Best Practice

12. Check that the outside perimeter of Good Feels Inc.'s facility is sufficiently lit to facilitate surveillance.

CMR 935.500.110(1)(k) (2021)

CMR 935.501.110(1)(k) (2021)

13. Where applicable, confirm that trees, bushes, and other foliage outside the facility will not allow for a person or persons to conceal themselves from sight.

Note: Shrubs should not exceed 3 feet in height, and trees should be trimmed up to 7 feet to allow natural surveillance.

CMR 935.500.110(5)(g) (2021)

CMR 935.501.110(5)(g) (2021)

14. Check that no marijuana products are visible to anyone from the exterior of the facility. This involves verifying the tint of the windows

CMR 935.500.110(1)(l) (2021)

CMR 935.501.110(1)(l) (2021)

15. Take measures to prohibit loitering in and around Good Feels Inc.'s manufacturing facility, including educating manufacturing facility personnel about confronting loiterers.

CMR 935.500.110(1)(b) (2021)

CMR 935.501.110(1)(b) (2021)

16. Work with the Operations & Compliance Manager and the Production Manager to make sure that all manufacturing facility personnel are visibly displaying their agent identification badge at all times while at Good Feels Inc.'s manufacturing facility.

CMR 935.500.110(4)(d) (2021)

CMR 935.501.110(4)(d) (2021)

17. Review Good Feels Inc.'s Disaster Plan with all staff, and confirm everyone is trained for a fire and other emergencies.

Note: Please see Good Feels Inc.'s Safety Plan and Emergency Procedures SOP for more information.

CMR 935.500.105(1)(j) (2021)

CMR 935.501.105(1)(j) (2021)

B. Limited Access Areas, Security Systems, and Surveillance Rooms - Confirm the following:

CMR 935.500.105(1)(a) (2021)

CMR 935.501.105(1)(a) (2021)

CMR 935.500.110(1)(e) (2021)

CMR 935.501.110(1)(e) (2021)

1. All marijuana and marijuana products are securely stored a vault and in a manner that prevents diversion, loss, or theft.

CMR 935.500.110(1)(f) (2021)

CMR 935.501.110(1)(f) (2021)

CMR 935.501.105(3)(d) (2021)

CMR 935.500.002 (2021)

2. All safes, vaults, and any other equipment or areas used for the production, manufacturing, storage, including prior to disposal, of marijuana or marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

CMR 935.500.110(1)(g) (2021)

CMR 935.501.110(1)(g) (2021)

3. All marijuana and marijuana products are packaged in a secure production area located within the limited access area.

CMR 935.500.105(3)(a)(5) (2021)

CMR 935.501.105(3)(a)(5) (2021)

CMR 935.500.002 (2021)

4. All limited access areas are securely locked and accessible only to the minimum number of authorized employees essential for operation.

CMR 935.500.110(4)(c) (2021)

CMR 935.501.110(4)(c) (2021)

5. All limited access areas are identified by the posting of a sign that is a minimum of 12 inches by 12 inches, and states, in lettering that is at least one inch tall:

“Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only”

Note: The language of the sign will exactly match the language within the quotations above.

CMR 935.500.110(4)(a) (2021)

CMR 935.501.110(4)(a) (2021)

6. Keys, combination numbers, passwords, and other access and security measures to the limited access area are only accessible to authorized employees and keys are not left in locks.

CMR 935.500.110(1)(i) (2021)

CMR 935.501.110(1)(i) (2021)

CMR 935.500.110(1)(j) (2021)

CMR 935.501.110(1)(j) (2021)

7. Locks and security equipment are in good working order.

CMR 935.500.110(1)(h) (2021)

CMR 935.501.110(1)(h) (2021)

8. Restrict access to the limited access area to:

- The minimum number of employees essential for operations
- The Commission or Commission Delegee(s) acting in accordance with their authority
- Local law enforcement
- Fire safety personnel
- Emergency medical personnel responding to an emergency, acting within their lawful jurisdiction and official capacity

CMR 935.500.110(4)(c) (2021)

CMR 935.501.110(4)(c) (2021)

CMR 935.500.002 (2021)

9. Maintain security system equipment and recordings in a secure location to prevent theft, loss, destruction, and alterations.

Note: If the surveillance room is on-site, keep the surveillance room locked, and do not use it for any other function.

CMR 935.500.110(5)(b) (2021)

CMR 935.501.110(5)(b) (2021)

CMR 935.500.110(5)(e) (2021)

CMR 935.501.110(5)(e) (2021)

10. Access to surveillance areas and security equipment is restricted to:

- People essential to surveillance operations
- Law enforcement agencies acting within their lawful jurisdiction
- Fire safety personnel
- Security system service personnel
- Representatives of the Commission
- Commission Delegees

CMR 935.500.110(5)(d) (2021)

CMR 935.501.110(5)(d) (2021)

CMR 935.500.110(5)(e) (2021)

CMR 935.501.110(5)(e) (2021)

11. Maintain a current list of authorized Good Feels Inc. employees and service employees who have access to any surveillance room. Make the list available to the Commission upon request.

CMR 935.500.110(5)(e) (2021)

CMR 935.501.110(5)(e) (2021)

12. Keep all security equipment in full operating order and test equipment at least once every 30 calendar days.

CMR 935.500.110(5)(f) (2021)

CMR 935.501.110(5)(f) (2021)

13. Notify the Commission within 24 hours of an alarm activation or other event that requires response by public safety personnel including, but not limited to, local law enforcement, municipal fire departments, public works or municipal sanitation departments, and municipal inspectional services department, or security personnel privately engaged by Good Feels Inc..

CMR 935.500.110(9)(a)(7) (2021)

CMR 935.501.110(9)(a)(7) (2021)

14. Develop and maintain sufficient additional safeguards as required by the Commission for special security concerns.

CMR 935.500.110(1)(n) (2021)

CMR 935.501.110(1)(n) (2021)

C. Required Floor Plans

CMR 935.500.105(1)(a) (2021)

CMR 935.501.105(1)(a) (2021)

1. Maintain a Good Feels Inc.'s floor plan or layout of the Good Feels Inc.'s facility, and share with local law enforcement authorities. Describe all limited access areas in a form and manner determined by the Commission. Include the following in Good Feels Inc.'s floor diagram:

- Entrances and exits
- Walls
- Partitions
- Counters
- Disposal areas
- Storage areas
- All production areas
- Identification of when Good Feels Inc. will be using flammable or combustible solvents or other materials

CMR 935.500.110(1)(p) (2021)

CMR 935.501.110(1)(p) (2021)

CMR 935.500.110(4)(b) (2021)

CMR 935.501.110(4)(b) (2021)

CMR 935.500.002 (2021)

2. Share Good Feels Inc.'s Security Plan with law enforcement authorities, including police and fire departments, in the municipality where Good Feels Inc.'s manufacturing facility is located.

CMR 935.500.110(1)(q) (2021)

CMR 935.501.110(1)(q) (2021)

3. Periodically update Good Feels Inc.'s Security Plan and policies and procedures with all applicable law enforcement

authorities, if modified in any way.

CMR 935.500.110(1)(q) (2021)

CMR 935.501.110(1)(q) (2021)

- D. **Recordkeeping - Maintain the following records for at least two years after Good Feels Inc. ceases to operate, in a form and location acceptable by the Commission. Make all records available to the Commission upon request:**

CMR 935.500.105(9)(g) (2021)

CMR 935.501.105(9)(g) (2021)

CMR 935.500.002 (2021)

1. Good Feels Inc.'s facility access control and security policies and procedures.

CMR 935.500.105(9)(a) (2021)

CMR 935.501.105(9)(a) (2021)

MFG - Recordkeeping

Good Feels Inc.



Version	V3
Effective Date	10/03/2021
Last Revised	04/09/2021

Policy

These tasks will be completed when conducting any activity that is required to be recorded under state or local law and regulation or company policy. Good Feels Inc. will keep all necessary books and records required to render a full account of all commercial cannabis operations conducted at Good Feels Inc.'s facility for at least two years following the closure of Good Feels Inc..

The Commission and other licensing authorities, may inspect the licensed premises and examine any records related to, owned, or created by Good Feels Inc., and upon request, will be granted full access to inspect all facility records as necessary to perform official government functions and duties.

Required Good Feels Inc. records and Good Feels Inc.'s secure document storage system are all considered to be maintained on the premises, provided that any records exclusively maintained in electronic format can be produced in a legible, hard copy format upon request. All records that must be maintained in hard copy format on-site will be copied and stored electronically as well to ensure no records are lost in the event of a disaster and are protected from debris, moisture, contamination, hazardous waste, fire, and theft.

Good Feels Inc.'s compliance efforts will be demonstrated through its organizational system. All hard copy records that are required to be maintained will be organized by subject. In addition, records will be organized by month and in chronological order. This will allow for ready and immediate access for any records.

Good Feels Inc. will make best efforts to secure all confidential records and information, including but not limited to consumer records, protected patient records, as applicable, employee information, and other records required to be protected from disclosure by law.

Note: Please see M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 94I, §3 for more information.

Recordkeeping activities may be delegated as necessary. Good Feels Inc. may elect to contract with a third party for record custodial or management services. All persons with recordkeeping responsibilities must be informed that a contract with such a service does not relieve Good Feels Inc. of the recordkeeping responsibilities described here and in applicable state and local laws and regulations.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.105\(8\)\(i\) \(2021\)](#); [CMR 935.500.105\(8\)\(j\) \(2021\)](#); [CMR 935.500.105\(1\)\(g\) \(2021\)](#); [CMR 935.500.105\(1\)\(l\) \(2021\)](#); [CMR 935.500.105\(8\)\(g\) \(2021\)](#); [CMR 935.500.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.500.105\(9\)\(g\) \(2021\)](#).

Medical Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.105\(8\)\(m\) \(2021\)](#); [CMR 935.501.105\(8\)\(n\) \(2021\)](#); [CMR 935.501.105\(1\)\(g\) \(2021\)](#); [CMR 935.501.105\(1\)\(l\) \(2021\)](#); [CMR 935.500.105\(8\)\(k\) \(2021\)](#); [CMR 935.501.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.501.105\(9\)\(g\) \(2021\)](#).

GMP Policy Citations: [CMR 105.500.005\(l\) \(2016\)](#); [21 CFR 211.180 \(2020\)](#); [21 CFR 21.100 \(2020\)](#).

Purpose

This document describes the recordkeeping requirements that will be fulfilled as a condition of licensure, as well as the Good Feels Inc.'s corporate policies governing inspection of records that will be maintained at Good Feels Inc.'s dispensary.

Scope

Manufacturing, Books & Records, Inventory Tracking, Security, Good Manufacturing Practices

Employee Responsible

Production Manager, Operations & Compliance Manager, Director of Finance & Administration

Definitions

n/a

Resources

Computer, METRC, relevant logs and documents discussed in tasks section, physical storage device(s), secure cloud storage system, Waste Logs, Visitor Logs, Good Feels Inc.'s Security Plan, Guidance on Renewing a marijuana establishment License, 830 CMR 62C, DOR Directive 16-1

MFG - Recordkeeping

A. General Recordkeeping Requirements

Best Practice

1. Maintain books and records for at least two years after Good Feels Inc. ceases to operate, in a form and manner acceptable by the Commission.

CMR 935.500.105(9)(g) (2021)

CMR 935.501.105(9)(g) (2021)

CMR 935.500.002 (2021)

2. Maintain all financial records with generally accepted accounting principles.

CMR 935.500.105(9) (2021)

CMR 935.501.105(9) (2021)

3. Maintain documentation of Good Feels Inc.'s compliance, or lack thereof, with applicable testing requirements and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

CMR 935.500.130(4) (2021)

CMR 935.501.130(4) (2021)

4. Maintain the required information in a format that is true, complete, legible, current, and readily understood by a reasonably prudent business person.

CMR 935.500.450(2) (2021)

CMR 935.501.450(2) (2021)

5. Secure all confidential records, including but not limited to:

- Protected patient records, as applicable
- The Commission's confidential database, as applicable
- Confidential application materials
- Other confidential information

CMR 935.500.105(1)(l) (2021)

CMR 935.501.105(1)(l) (2021)

CMR 935.500.002 (2021)

6. Keep records on physical storage devices stored within locked server enclosures. Confirm that copies of these records are uploaded and archived on a secure cloud storage system.

Best Practice

7. Submit an Incident Report to the Commission if any loss or unauthorized alterations of records related to marijuana, marijuana products, or qualifying patients, caregivers or MTC agents occur.

CMR 935.500.110(9)(a)(6) (2021)

CMR 935.501.110(9)(a)(6) (2021)

CMR 935.500.002 (2021)

8. Exercise due diligence in preserving and maintaining all required books and records if there is any loss of electronically maintained records.

Best Practice

9. Provide the Commission on-demand access to Good Feels Inc.'s on-premises records when requested during normal business hours or hours of apparent operation.

CMR 935.500.301(3) (2021)

CMR 935.501.301(3) (2021)

CMR 935.500.302(1) (2021)

CMR 935.501.302(1) (2021)

CMR 935.501.002 (2021)

MFG - Safety Plan and Emergency Procedures

Good Feels Inc.



Version	V9
Effective Date	10/03/2021
Last Revised	04/08/2021

Policy

Good Feels Inc.'s Operations & Compliance Manager, in coordination with the Director of Finance & Administration, will maintain a Disaster Plan and ensure all Good Feels Inc. personnel are trained on such procedures. Topics will include fire and other emergencies such as:

- Personal safety and crime prevention
- Natural disasters
- A hostile or violent employee, visitor, or unknown person
- Earthquake or other severe weather
- Chemical spill
- Robbery or hostage situation

Good Feels Inc.'s facility will be equipped with:

- First aid kits
- CPR instructional posters and materials
- Signage identifying the contact information for the closest emergency responders and hospital systems
- Smoke and carbon dioxide detectors (hardwired with battery backup power)
- Fire extinguishers that are appropriate for the types of fires that may occur at Good Feels Inc.'s licensed facility
- Devices capable of sending a prerecorded voice message requesting dispatch
- Alarms, such as duress alarms, panic alarms, and holdup alarms
- Evacuation route maps

The Operations & Compliance Manager is to create and post evacuation route maps in each work area within Good Feels Inc.'s facility, which will include the following information:

- Emergency exits
- Primary and secondary evacuation routes
- Locations of fire extinguishers
- Fire alarm pull stations' locations

It is Good Feels Inc.'s responsibility to follow policies and procedures to promote workplace safety consistent with Occupational Safety and Health Act (OSHA) standards. Good Feels Inc. will furnish to its employees with employment and a workplace that is free of hazards that can are or likely to cause death or serious physical harm.

Note: Please see 29 U.S.C. 651 including the general duty clause under 29 U.S.C. 654, for more information.

The Operations & Compliance Manager will ensure Good Feels Inc. agents comply with the following rules, which are incorporated by reference:

- [29 CFR Parts:](#)
 - [1903](#)
 - [1904](#)
 - [1910](#)
 - [1915](#)
 - [1917](#)
 - [1918](#)
 - [1926](#)
 - [1928](#)
 - [1977](#)

Good Feels Inc.'s telephone system or security alarm system will be used to the greatest extent possible. The building fire alarm system will be continuously monitored for alarm by a contracted service. Emergency and evacuation drills will be scheduled, conducted, and recorded by the Operations & Compliance Manager.

Additionally, Good Feels Inc. will ensure that a sufficient number of employees have advanced occupational first aid training and that at least one such trained employee is on duty during all hours of operation. Management will conduct regular unannounced fire and other emergency drills throughout the year to ensure employees incorporate Good Feels Inc.'s emergency response plans.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.105\(1\)\(b\) \(2021\)](#); [CMR 935.500.105\(1\)\(j\) \(2021\)](#); [CMR 935.500.105\(1\)\(r\) \(2021\)](#).

Medical Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.105\(1\)\(b\) \(2021\)](#); [CMR 935.501.105\(1\)\(j\) \(2021\)](#); [CMR 935.501.105\(1\)\(r\) \(2021\)](#).

Purpose

This document establishes procedures and duties for personal safety, disaster planning, and crime prevention.

Scope

Security, Employees, Manufacturing, Facilities, Reporting Requirements

Employee Responsible

Operations & Compliance Manager, Director of Finance & Administration, Production Manager, Manufacturing Facility Agents

Definitions

n/a

Resources

[Occupational Health and Safety Act of 1970](#), [29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977](#), [29 US Code 651](#), [29 US Code 654](#) Good Feels Inc.'s Disaster Plan, facility evacuation maps, panic alarm, holdup alarm, duress alarm, fire extinguishers, PPE, spill cleanup kit, emergency eyewash station

MFG - Safety Plan and Emergency Procedures

A. **Crime Prevention and Personal Safety - Instruct all Good Feels Inc. employees to:**

- CMR 935.500.105(1)(j) (2021)
- CMR 935.501.105(1)(j) (2021)
- CMR 935.500.105(1)(b) (2021)
- CMR 935.501.105(1)(b) (2021)

- 1. Remove and secure their agent registration card out of public sight when on break as to not be identified as a marijuana facility employee.

Best Practice

- 2. Always use situational awareness and be observant, especially on break in the surrounding immediate area of Good Feels Inc.'s manufacturing facility.

Best Practice

- 3. Trust their intuition and always err on the side of caution when presented with unknown or suspicious situations.

Best Practice

- 4. Never allow unknown and unauthorized individuals into Good Feels Inc.'s facility. Always check credentials when people are attempting to enter Good Feels Inc.'s manufacturing facility.

- CMR 935.500.110(1)(a) (2021)
- CMR 935.501.110(1)(a) (2021)

- 5. Inform a member of Good Feels Inc. management or security if there is suspicious activity on or around Good Feels Inc.'s premises.

Best Practice

B. **Safety Plan - Cleaning Chemicals**

Best Practice

- 1. Maintain Safety Data Sheets for every chemical used at Good Feels Inc.'s manufacturing facility.

Best Practice

- 2. Train and educate staff about the cleaning chemicals they will be responsible for using.

Best Practice

- 3. If using CO2 install the appropriate equipment to monitor PPM levels. Ensure that PPM levels are in compliance with 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*.

- CMR 935.500.130(5)(i) (2021)
- CMR 935.501.130(5)(g) (2021)

C. **Evacuation - Fire or Other Disaster:**

Best Practice

- 1. Begin at the farthest reach of the facility and ensure that the occupants ahead of you have evacuated. Direct occupants to the exits and tell them where to reassemble.

Best Practice

2. Activate alarms, such as fire, panic alarms, duress alarms, or holdup alarms, on Good Feels Inc.'s premises, as necessary.

CMR 935.500.110(5)(a)(3) (2021)

CMR 935.501.110(5)(a)(3) (2021)

CMR 935.500.002 (2021)

3. Call 911. Provide the following information:
 - Nature of medical emergency
 - Location of the emergency (address, building, room number)
 - Your name and phone number from which you are calling

Best Practice

4. Conduct a quick search as you go to make sure hazardous equipment is shut off, doors are closed, and no one is left behind.

Best Practice

5. Instruct all employees and visitors to, if applicable:
 - Always keep calm
 - Assist disabled individuals or others who need assistance
 - NEVER use elevators
 - NEVER gather in lobbies
 - NEVER open a door without first checking for heat
 - NEVER touch any suspicious items or suspected bombs
 - NOT run or panic
 - NOT re-enter the building until authorized

Best Practice

6. If, in the case of a fire, a stairway is full of smoke, go to another stairway. If there is smoke in the hall, stay low, cover your mouth with a damp cloth or handkerchief, visualize where the exits are, stay close to and use the wall to guide you so you do not become confused.

Best Practice

7. If there is no smoke, you may have trouble getting people to evacuate. Be assertive, positive, and insistent.

Best Practice

8. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel, or when there is an immediate threat to personal safety and security.

Best Practice

9. Once outside of the facility, conduct a headcount by using the checklist to account for all occupants in your area of responsibility.

Best Practice

10. Immediately report to law enforcement personnel any missing persons on your list and their last known location.

Best Practice

11. Return conditions to a normalized and secure state. If applicable, notify utility companies of any incidences.

Best Practice

D. Unauthorized Entry Response

Best Practice

1. In the event a threat is present to persons, cash, or product due to unauthorized entry, notify law enforcement utilizing a panic alarm, only if it can be safely done without being noticed by the intruder.

Best Practice

2. Keep employees and visitors, if applicable, calm during the intrusion.

Best Practice

3. If you are caught in an open or exposed area either:
 - Look for a safe and secure hiding area.
 - Run out of the area, if you can safely make it out. If you decide to run, stay low and do not run in a straight line.
 - Attempt to keep objects (trees, vehicles, trash cans, etc.) between you and the hostile person. When away from immediate area of danger, summon help and warn others.
 - Assume a prone position and lay as still as possible if the intruder is causing death or physical injury to others and you are unable to run or hide.
 - Fight back, if this is your last and best option, depending on the situation.

Best Practice

4. DO NOT resist the intruder or use or encourage the use of weapons or force against the intruder.

Best Practice

5. Alert other employees of the situation using predetermined signals or text messages, only if safe to do so.

Best Practice

6. Follow the intruder's commands in order to shorten the time of the incident. If the intruder demands a certain amount of money or product, only give them that amount. Do not argue with the intruder, but do not volunteer to help.

Best Practice

7. Make note of and remember details, such as:
 - The number of intruders
 - The physical characteristics of the intruder(s), such as weight, scars, tattoos, hair color, or speech patterns, the clothing worn by the intruder(s)
 - Any names used by the intruder(s)
 - A description of any weapons shown, such as barrel length and color, color of the grip, or whether it was an automatic or a revolver

Best Practice

8. When the intruder(s) leave(s), do not follow them. Secure the facility and place a notice that the business is closed due to an emergency, if possible.

Best Practice

9. If you have not done so already, call the police and, if needed, the ambulance.

Best Practice

10. Once emergency personnel have arrived and taken over the situation, obey all commands.

Best Practice

11. Once the threat is over, render first aid to anyone injured near you, if applicable, and summon emergency aid responders.

Best Practice

12. Do not allow anyone beside emergency personnel on site and do not move or clean any objects or surfaces as this may be considered tampering with evidence.

Best Practice

13. Request that witnesses stay or obtain their contact information.

Best Practice

14. Return conditions to a normalized and secure state. Corrective procedures that may be required include:

- Change all security codes
- Replace locks and issue keys only to authorized employees
- Ensure any video of the incident is archived
- Restore security devices and/or apparatus to working condition
- Repair any physical damage to the facility
- Provide employees counseling, if needed
- Update Good Feels Inc.'s Security Plan
- Perform a security retraining as soon as possible
- Modify Employee Access Control Log as deemed appropriate

Best Practice

15. If Good Feels Inc.'s business hours or after-hours contacts change, update that information in Good Feels Inc.'s Security Plan.

CMR 935.500.105(1)(c) (2021)

CMR 935.501.105(1)(c) (2021)

E. Chemical Spill Response

Best Practice

1. In the Event of a Major Spill:

- Immediately activate the nearest fire alarm and evacuate the building.
- Call 911 and provide details of the accident including:
 - Location
 - Class of hazardous materials involved
 - Size of spill
 - Description of any personal injuries
 - Control measures already taken

- Your name and phone number
- How you can be identified when emergency personnel arrive at the scene

Best Practice

2. Major Spill - Continued

If the accident involves personal injury or chemical contamination, follow the above steps as appropriate, and at the same time:

- Move any victims from the immediate area of fire, explosion, or spill (if this can be done without further injury to the victim or you)
- Locate nearest emergency eyewash or safety shower
- Remove any contaminated clothing from the victim(s) and flush all areas of the body contacted by chemicals with copious amounts of water for 15 minutes (unless you know the chemical to be reactive with water; check the chemical's Material Safety Data Sheet if possible)
- Administer first aid as appropriate and seek medical attention

Best Practice

3. In the Event of a Minor Spill:

- Contact Good Feels Inc.'s Operations & Compliance Manager
- Notify Good Feels Inc. personnel and neighbors of the accident.
- Isolate the area, closing doors and evacuate the immediate area as necessary.
- Remove ignition sources and unplug nearby electrical equipment.
- Establish exhaust ventilation, if possible, by turning on fume hoods.
- Locate the spill kit.
- Choose appropriate personal protective equipment

Best Practice

4. Minor Spill - Continued

- Confine and contain the spill by covering or surrounding it with appropriate absorbent material
- Neutralize acid and base spills prior to cleanup
- Sweep solid material into a plastic dust pan and place in a sealed 5 gallon container
- Wet mop spill area. Be sure to decontaminate broom, dustpan, etc.
- Put all contaminated items (gloves, clothing, etc.) into a sealed 5 gallon container or plastic bag

Best Practice

5. Use Good Feels Inc.'s Chemical and Hazardous Waste SOP to properly store and dispose of any spilled chemicals

CMR 935.500.130(3) (2021)

CMR 935.501.130(3) (2021)

CMR 935.500.105(12)(a) (2021)

CMR 935.501.105(12)(a) (2021)

F. Reporting Requirements

Best Practice

1. Proceed to Good Feels Inc.'s Incident Reporting SOP after conditions have returned to a normalized state.

CMR 935.500.110(9)(a)(7) (2021)

CMR 935.501.110(9)(a)(7) (2021)

MFG - Employee Training
Good Feels Inc.



Version	V2
Effective Date	01/08/2021
Last Revised	04/09/2021

Policy

Good Feels Inc. will ensure that all Good Feels Inc. agents complete training prior to performing their job functions at Good Feels Inc.'s manufacturing facility. Training shall be tailored to the roles and responsibilities of the job function of each Good Feels Inc. agent, and at a minimum will include training on:

- Confidentiality
- Privacy
- Security
- Inventory tracking
- Other topics as specified by the Commission

Good Feels Inc. employees responsible for tracking and entering product into METRC will receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually. All Good Feels Inc. administrators will have attended and successfully completed all required METRC training. Current and future Good Feels Inc. owners, managers, and employees who handle or will handle marijuana are required to complete Responsible Vendor Training. New employees will take the class within 90 days of hire. All employees are required to take a refresher course once a year to maintain their designation as a Responsible Vendor. Administrative employees who do not handle marijuana may take the class on a voluntary basis. Good Feels Inc. will maintain Responsible Vendor Training records for at least four years, and make them available to the Commission upon request

In addition to general employee training, Good Feels Inc. will provide supplemental, hands-on training to employees with specific and comprehensive job duties, as needed. Good Feels Inc. will ensure that all personnel receive annual refresher training. This annual refresher training will be completed within 12 months of the previously recorded training completion date. In addition to refresher training, Good Feels Inc. will conduct periodic performance evaluations with Good Feels Inc. agents to ensure they are following training, Massachusetts marijuana regulator requirements, and Good Feels Inc. policies and procedures.

Good Feels Inc.'s training documents, employee job descriptions and duties, and SOPs will be used as a baseline to evaluate Good Feels Inc. employee performance. Periodic performance evaluations will take place, and Good Feels Inc. employees will be provided feedback and guidance on their performance. Disciplinary action will take place if a Good Feels Inc. employee consistently demonstrates that they are not responding to training and guidance. All performance evaluations, sit-downs, and disciplinary actions will be recorded and maintained in the employee's records.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2020\)](#); CMR 935.500.105(2) (2021); CMR 935.500.105(1)(k) (2021).

Medical Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); CMR 935.501.105(1)(k) (2021); CMR 935.501.105(2) (2021).

GMP Policy Citations: 21 CFR 211.25(a) (2020); 21 CFR 110.10(c) (2020); CMR 105.500.005(H)(12) (2016).

Purpose

This document describes training requirements for all Good Feels Inc. owners, employees and administrators.

Scope

Manufacturing, Employees, Good Manufacturing Practices

Employee Responsible

Production Manager, Operations & Compliance Manager, Manufacturing Facility Employees

Definitions

n/a

Resources

Good Feels Inc. Employee Handbook, applicable Good Feels Inc. SOPs, and any other Good Feels Inc. training materials, [METRC YouTube Training Videos](#)

MFG - Employee Training

A. Responsible Vendor Training

Best Practice

1. Confirm that all Good Feels Inc. agents who handle or sell marijuana successfully complete the Responsible Vendor Training Program Basic Core Curriculum within 90 days of hire.

CMR 935.500.105(2)(b)(2) (2021) CMR 935.501.105(2)(b)(2) (2021) CMR 935.500.002 (2021)

2. Ensure that all Good Feels Inc. owners, managers, and employees who handle marijuana have taken a Responsible Vendor Training class to maintain Good Feels Inc.'s Responsible Vendor designation upon license renewal.

CMR 935.500.105(2)(b)(1) (2021) CMR 935.501.105(2)(b)(1) (2021) CMR 935.500.002 (2021)

3. Confirm all employees receive eight hours of annual training, four of which are Responsible Vendor Training Program hours.

Note: Any additional RVT hours over the four-hour RVT requirement count toward the eight-hour total training requirement.

CMR 935.500.105(2)(a)(2) (2021) CMR 935.500.105(2)(b)(3) (2021) CMR 935.501.105(2)(a)(2) (2021)
CMR 935.501.105(2)(b)(3) (2021) CMR 935.500.105(2)(a)(1) (2021) CMR 935.501.105(2)(a)(1) (2021)
CMR 935.500.002 (2021)

4. Conduct non-RVT training in-house, or use a third-party vendor.

Note: Basic on-the-job training that Good Feels Inc. provides in the ordinary course of business may be counted toward the eight-hour total training requirement.

CMR 935.500.105(2)(a)(3) (2021) CMR 935.501.105(2)(a)(3) (2021)

5. Register agents for Commission-approved Advanced Core Curriculum courses after they have completed the Basic Core Curriculum once advanced classes are offered.

CMR 935.500.105(2)(b)(6)(a) (2021) CMR 935.500.105(2)(b)(4)(f) (2021) CMR 935.501.105(2)(b)(6)(a) (2021)
CMR 935.501.105(2)(b)(4)(f) (2021) CMR 935.501.002 (2021)

B. In-House Training - General Overview of Laws, Regulations, and Regulatory Agencies in Relation to Good Feels Inc.'s Operations:

Best Practice

1. Provide employees with current information about workers' rights, Massachusetts worker's compensation, and labor laws.

Best Practice

2. Provide employees with an overview of local, state, and federal laws, regulations, and ordinances that impact Good Feels Inc. and the cannabis industry as a whole. Explain to employees that marijuana is still federally illegal, which places a risk on them, however small.

Best Practice

3. Give an overview of the state and local regulatory agencies involved in licensing Good Feels Inc. and overseeing the enforcement of rules pertaining to Good Feels Inc.'s operations, including:
- The Massachusetts Cannabis Control Commission

- The Massachusetts Department of Agricultural Resources (MDAR)
- The Massachusetts Department of Public Health (DPH)

Best Practice

4. Discuss possible license violations and discuss ways these actions of non-compliance can be avoided at all times.

Best Practice

5. Instruct employees to never consume alcohol, cannabis, or any drugs while on the premises and on duty for Good Feels Inc..

CMR 935.500.105(1)(k) (2021)

CMR 935.501.105(1)(k) (2021)

CMR 935.500.002 (2021)

6. Inform employees that the following violations that can result in immediate employee dismissal:

- Diversion of marijuana and marijuana product
- Engaging in unsafe practices with regards to Good Feels Inc.'s operations
- Conviction, plea deal, or not contest involving a felony drug offense involving distribution to a minor

CMR 935.500.105(1)(m)(1)-(3) (2021)

CMR 935.501.105(1)(m)(1)-(3) (2021)

CMR 935.500.002 (2021)

7. Instruct employees to:

- Always cooperate with the Commission, Commission Delegee(s), and personnel from any other state or local regulatory body performing an inspection
- Never interfere with, obstruct, or impede regulatory personnel who are exercising their duties. Make sure to mention that inspections can be conducted with or without notice

Note: Please see Good Feels Inc.'s Handling of Regulatory Audits and Inspections, and Regulatory Audit and Inspection Preparation SOPs for more information.

CMR 935.500.301(2) (2021)

CMR 935.501.301(2) (2021)

CMR 935.501.002 (2021)

8. Instruct management personnel about Commission or other regulatory body inspection procedures. This includes:

- Pointing out state and local business licenses, floor plans, fire safety permits, etc.
- Locating any and all business records
- Proficiency at using the surveillance system, including playback of a specific date and time range, taking screenshots, and locating all cameras throughout the facility

Note: Some inspectors will be looking for compliance-related items outside the scope of cannabis-specific requirements, such as building and fire code requirements.

CMR 935.500.301(3) (2021)

CMR 935.501.301(3) (2021)

CMR 935.501.002 (2021)

C. Inform employees that the following could result in the revocation of their agent registration card:

Best Practice

1. Fraudulent use of an agent registration card including, but not limited to, tampering, falsifying, altering, modifying, duplicating, or allowing another person to use, tamper, falsify, alter, modify, or duplicate an agent registration card.

CMR 935.500.032(1)(c) (2021)

CMR 935.501.032(1)(c) (2021)

CMR 935.500.002 (2021)

2. Selling, transferring, distributing, or giving marijuana to an unauthorized person.

CMR 935.500.032(1)(d) (2021)

CMR 935.501.032(1)(d) (2021)

CMR 935.500.002 (2021)

3. Failure to notify the Commission within five business days after becoming aware that their agent registration card has been lost, stolen, or destroyed.

CMR 935.500.032(1)(e) (2021)

CMR 935.501.032(1)(e) (2021)

CMR 935.501.002 (2021)

4. Failure to notify the Commission within five business days after a change in the registration information contained in the agent's application or required by the Commission, such as physical address or open civil, judicial, or criminal investigations or pending actions.

CMR 935.500.032(1)(f) (2021)

CMR 935.501.032(1)(f) (2021)

5. Conviction, guilty plea, plea of no contest, or admission to a violation of any law.

CMR 935.500.032(1)(g) (2021)

CMR 935.500.032(1)(h) (2021)

CMR 935.501.032(1)(g) (2021)

CMR 935.501.032(1)(h) (2021)

- D. **Discuss the following possible license violations that may result in the suspension or revocation of Good Feels Inc.'s license, in addition to consequences for the Good Feels Inc. employee(s) responsible for the violations. Discuss how administrative or disciplinary action can result as a failure to:**

Best Practice

1. **Adult-Use Only** - Properly verify the age of an individual prior to allowing them access to Good Feels Inc.'s premises.

CMR 935.500.450(7)(e) (2021)

CMR 935.500.002 (2021)

2. Enter inventory into METRC, the required seed-to-sale electronic tracking system.

CMR 935.500.105(8)(f) (2021)

CMR 935.501.105(8)(f) (2021)

CMR 935.500.002 (2021)

3. Maintain Good Feels Inc.'s facility in a clean, orderly, and sanitary order.

CMR 935.500.450(7)(a) (2021)

CMR 935.501.450(7)(a) (2021)

4. Cooperate or otherwise comply with an inspection, including failure to comply with a subpoena.

CMR 935.500.301(7) (2021)

CMR 935.501.301(7) (2021)

CMR 935.500.302(5) (2021)

CMR 935.501.302(5) (2021)

5. Comply with Administrative Hold orders.

CMR 935.500.321(2)(i) (2021)

CMR 935.501.321(2)(i) (2021)

CMR 935.500.002 (2021)

6. Comply with Removal or Prohibition of Product orders.

CMR 935.500.335(11) (2021)

CMR 935.501.335(11) (2021)

7. Comply with Quarantine Order procedures.

CMR 935.500.340(6) (2021)

CMR 935.501.340(6) (2021)

CMR 935.500.002 (2021)

- E. **Compliance with Inventory Tracking and Inventory Management Requirements**

Best Practice

1. Confirm that all agents responsible for tracking and entering product into METRC receive training in a form and manner determined by the Commission. Make sure staff receives eight hours of on-going training annually.

Note: Please see the link to the Massachusetts METRC website in the Resources section.

CMR 935.500.105(2)(a)(4) (2021)

CMR 935.501.105(2)(a)(4) (2021)

2. At a computer and after the employee has completed the system training provided by METRC, pull up METRC and have employee enter his/her unique username and login. Using employee's METRC account as a reference, confirm that the employee can:
 - Accurately enter and record information
 - Record and report waste
 - Create, adjust, and finish packages
 - Report compliance notifications
 - Report all entry errors immediately

Note: Please see Good Feels Inc.'s Tracking Inventory Items SOP, and the link to METRC YouTube Training Videos in the Resources section for more information.

Best Practice

F. Security Training

Best Practice

1. Using Good Feels Inc.'s Facility Access Control SOP, go over measures taken by Good Feels Inc. to secure the manufacturing facility and prevent unauthorized access to the premises with employees.

CMR 935.500.110(1)(d) (2021)

CMR 935.501.110(1)(d) (2021)

CMR 935.500.002 (2021)

2. Using Good Feels Inc.'s Visitor Access Control SOP, teach employees how to handle visitors.

CMR 935.500.110(4)(e) (2021)

CMR 935.501.110(4)(e) (2021)

CMR 935.500.002 (2021)

CMR 935.501.002 (2021)

3. Using Good Feels Inc.'s Personal Safety and Emergency Plan SOP, teach employees about personal security techniques and emergency planning.

CMR 935.500.105(1)(b) (2021)

CMR 935.501.105(1)(b) (2021)

CMR 935.500.105(1)(j) (2021)

CMR 935.501.105(1)(j) (2021)

4. Reference Good Feels Inc.'s Opening and Closing Security Procedures SOP to teach employees about personal security techniques as well as proper beginning and end of day procedures.

CMR 935.500.105(1)(b) (2021)

CMR 935.501.105(1)(b) (2021)

G. Confidentiality Training - Instruct employees to always safeguard and never disclose any confidential information, including but not limited to:

Best Practice

1. Confidential application materials.

CMR 935.500.105(1)(l) (2021)

CMR 935.501.105(1)(l) (2021)

CMR 935.500.002 (2021)

2. Good Feels Inc.'s Security Plan

CMR 935.500.105(1)(l) (2021)

CMR 935.501.105(1)(l) (2021)

3. Any other confidential information protected by confidentiality law.

CMR 935.500.105(1)(l) (2021)

CMR 935.501.105(1)(l) (2021)

CMR 935.500.002 (2021)

H. Training Specific to Manufacturing Operations

Best Practice

1. **Adult-Use -**
Provide employees with Good Feels Inc.’s product catalog, which must include all marijuana products actively manufactured at Good Feels Inc.’s facility, and the following information for each product actively manufactured:
- Description
 - Photograph or illustration
 - Packaging design
 - Dosage amounts
 - Expected cannabinoid profile

Note: Although this is an adult-use requirement, it is a best business practice for MTCs.

CMR 935.500.130(5)(h) (2019) CMR 935.500.002 (2021)

2. Teach Good Feels Inc. personal safety and how to respond to all potential emergencies at Good Feels Inc.’s manufacturing facility, including chemical spills. Conduct regular drills.

CMR 935.500.105(1)(j) (2021) CMR 935.501.105(1)(j) (2021)

3. Instruct employees to safely handle the equipment used at Good Feels Inc.’s facility, including, without limitation, extraction equipment,

Best Practice

I. **Recordkeeping - Maintain the following training records for four years:**

CMR 935.500.105(2)(a)(5) (2021) CMR 935.501.105(2)(a)(5) (2021)

1. Inventory training

CMR 935.500.105(2)(a)(4) (2021) CMR 935.501.105(2)(a)(4) (2021)

2. Responsible Vendor Training Program records.

CMR 935.500.105(2)(a)(5) (2021) CMR 935.501.105(2)(a)(5) (2021) CMR 935.500.002 (2021)

J. **Recordkeeping - Maintain the following records for at least 12 months after the termination of an agent:**

Best Practice

1. All agent application materials submitted to the Commission.

CMR 935.500.105(9)(d)(2)(a) (2021) CMR 935.501.105(9)(d)(2)(a) (2021) CMR 935.500.002 (2021)

2. Documentation of verification of references.

CMR 935.500.105(9)(d)(2)(b) (2021) CMR 935.501.105(9)(d)(2)(b) (2021)

3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision.

CMR 935.500.105(9)(d)(2)(c) (2021) CMR 935.501.105(9)(d)(2)(c) (2021)

4. Documentation of all required training, including:

- Training regarding privacy and confidentiality requirements
- Signed statement of the individual indicating:
 - The date, time, and place they received training
 - The topics discussed
 - The names and titles of presenters

CMR 935.500.105(9)(d)(2)(d) (2021)

CMR 935.501.105(9)(d)(2)(d) (2021)

5. Documentation of periodic performance evaluations.

CMR 935.500.105(9)(d)(2)(e) (2021)

CMR 935.501.105(9)(d)(2)(f) (2021)

6. Notice of completed Responsible Vendor Training Program and inhouse training for Good Feels Inc. agents.

CMR 935.500.105(9)(d)(2)(g) (2021)

CMR 935.501.105(9)(d)(2)(g) (2021)

CMR 935.500.002 (2021)

7. A record of any disciplinary action taken.

CMR 935.500.105(9)(d)(2)(f) (2021)

CMR 935.501.105(9)(d)(2)(h) (2021)

GNL - Employee Suspension or Termination

Good Feels Inc.



Version	V4
Effective Date	09/22/2021
Last Revised	02/23/2021

Policy

Good Feels Inc. will immediately dismiss any agent who has done the following:

- Diverted marijuana
- Engaged in unsafe practices
- Has been convicted or entered a guilty plea, plea of no contest, 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 any other jurisdiction
- Immediately after dismissing an employee from Good Feels Inc.'s premises, the Operations & Compliance Manager, in coordination with the Director of Finance & Administration, is to immediately revoke all access permissions for that employee for each facility that they worked at, including but not limited to:
 - METRC
 - Facility access keycards and/or key codes
 - Good Feels Inc.'s POS system
 - Email
 - Any and all applicable registries, including but not limited to medical patient registries

If necessary, door entry codes will be changed if one code is shared by Good Feels Inc. staff.

The Commission will be notified no more than one business day after a Good Feels Inc. agent ceases to be associated with Good Feels Inc.. All agent registration cards become void as soon as the agent is no longer associated with Good Feels Inc.. If Good Feels Inc. has employed the agent at multiple locations, the Operations & Compliance Manager will ensure that each card under the former agent's name is voided by notifying the Commission.

All Good Feels Inc. employee lists will be updated as soon as possible, including but not limited to:

- METRC Authorized Users List
- Limited Access Area Authorized Agents List
- Surveillance and Alarm System Users List
- Good Feels Inc. Employee Contact List

Adult-use Policy Citations: CMR 935.500.030(4) (2021); CMR 935.500.030(8) (2021); CMR 935.500.033(1)(a) (2021); CMR 935.500.105(1)(m) (2021); CMR 935.500.110(1)(i) (2021); CMR 935.500.110(1)(j) (2021).

Medical Citations: CMR 935.501.030(4) (2021); CMR 935.501.030(8) (2021); CMR 935.501.033(2)(a) (2021); CMR 935.501.105(1)(m) (2021); CMR 935.501.110(1)(i) (2021); CMR 935.501.110(1)(j) (2021).

Purpose

This document describes grounds for dismissal in addition policies and procedures that Good Feels Inc. will follow when employees are terminated, suspended, or voluntarily cease employment.

Scope

Employees, Security, Inventory Tracking, Books and Records, Reporting Requirements, Facilities

Employee Responsible

Operations & Compliance Manager, Production Manager, Director of Finance & Administration

Definitions

n/a

Resources

Personnel files, Employee Access Control Log, METRC Authorized Users List, Limited Access Area Authorized Agents List, Surveillance and Alarm System Users List, Good Feels Inc. Employee Contact List

GNL - Employee Suspension or Termination

A. Immediate dismissal of an employee who has diverted marijuana, engaged in unsafe practices, or has been convicted of a felony or other offense that would render the employee ineligible to maintain employment with Good Feels Inc.:

Best Practice

1. Meet with Good Feels Inc.'s management team to discuss the situation. Ask another Manager or Director of Finance & Administration to witness the dismissal.

Note: This is a managerial best practice to ensure there is always a witness for employee discussions.

Best Practice

2. Prepare a termination letter before speaking with the agent to be dismissed, if practical.

Best Practice

3. Invite the agent to be dismissed to a private area on Good Feels Inc.'s premises, such as the manager's office. Only do so if at least one other member from middle or senior management is present as a witness. Ask unrelated employees to leave the area if needed.

Best Practice

4. Once everyone has sat down, Tell the agent they are dismissed from their duties due to the below applicable actions:

- Diverting marijuana
- Engaging in unsafe practices with regard to Good Feels Inc. operations
- Been convicted of an offense that renders the agent ineligible to work for Good Feels Inc.

CMR 935.500.105(1)(m)(1)-(3) (2021)

CMR 935.501.105(1)(m)(1)-(3) (2021)

5. Ask the agent that is being dismissed to gather their belongings and leave the premises. Request the assistance of a security guard or if needed.

CMR 935.500.110(1)(b) (2021)

CMR 935.501.110(1)(b) (2021)

6. Notify the appropriate authorities:

- If the terminated agent diverted marijuana, report the diversion to local law enforcement and the Commission
- If the terminated agent engaged in unsafe practices with regards to Good Feels Inc.'s operation, report the situation to the Commission

Note: Please see Good Feels Inc.'s Incident Reporting SOP for more information.

CMR 935.500.105(1)(m)(1)-(3) (2021)

CMR 935.501.105(1)(m)(1)-(3) (2021)

7. Proceed to the section of the SOP titled "Access Credentials Return" to remove the terminated agent's access into Good Feels Inc.'s premises as well as all electronic databases.

Best Practice

B. Dismissal of an employee who has not responded to disciplinary action.

Best Practice

1. Obtain the employee's file, and collect all documents that detail their disciplinary issues, including but not limited to:

- Documentation of verbal warnings
- Corrective Action Requests
- Periodic Performance Evaluations
- Any disciplinary actions taken

CMR 935.500.105(9)(d)(2)(e) (2021)

CMR 935.500.105(9)(d)(2)(f) (2021)

CMR 935.501.105(9)(d)(2)(f) (2021)

CMR 935.501.105(9)(d)(2)(h) (2021)

2. Arrange a meeting with other relevant management, the Director of Finance & Administration, and the Operations & Compliance Manager to discuss the termination. Request another member of middle or senior management to witness the termination.

Best Practice

3. Prepare a termination letter before speaking with the agent to be dismissed, if practical.

Best Practice

4. Invite the agent to be dismissed to a private area on Good Feels Inc.'s premises, such as the manager's office. Only do so if at least one other member from middle or senior management is present as a witness.

Best Practice

5. Ask unrelated employees to leave the area if needed.

Best Practice

6. Inform the employee that due to their disciplinary record, they are dismissed from their duties with Good Feels Inc..

Best Practice

7. Ask the agent that is being dismissed to gather their belongings and leave the premises. If the agent being dismissed is refusing to leave, explain that it is against Massachusetts marijuana law for them to remain on the premises without a valid reason. Request the assistance of a security guard if needed.

Best Practice

CMR 935.500.110(1)(b) (2021)

CMR 935.501.110(1)(b) (2021)

8. Proceed to the section of the SOP titled "Access Credentials Return" to remove the terminated agent's access into Good Feels Inc.'s premises as well as all electronic databases.

Best Practice

C. Access Credentials Return

Best Practice

1. After dismissing employee and ensuring the former agent is no longer on the premises, begin the process of removing the ex-employee from all of Good Feels Inc.'s databases and systems.

Best Practice

2. Contact Good Feels Inc.'s Director of Finance & Administration, and Operations & Compliance Manager, and inform them of the termination or suspension. If the ex-employee works at multiple facilities, ensure that the following steps in the SOP are performed at all facilities that the ex-employee was affiliated with.

Best Practice

3. Collect any access credentials the ex-employee may have had, including their agent registration card and any keys.

CMR 935.500.110(1)(i) (2021)

CMR 935.501.110(1)(i) (2021)

CMR 935.500.110(1)(j) (2021)

CMR 935.501.110(1)(j) (2021)

CMR 935.500.033(1)(a) (2021)

CMR 935.501.033(2)(a) (2021)

4. Do not allow any other employee to use the terminated employee's credentials. Allowing an agent to use another agent's credentials is grounds for disciplinary action against Good Feels Inc.'s license, including suspension or revocation.

CMR 935.500.450(7)(b) (2021)

CMR 935.501.450(7)(b) (2021)

5. Notify the Commission within one business day of the agent's termination with Good Feels Inc..

CMR 935.500.030(4) (2021)

CMR 935.501.030(4) (2021)

6. Update any shared access codes, passwords, or other security mechanisms.

CMR 935.500.110(1)(i) (2021)

CMR 935.501.110(1)(i) (2021)

CMR 935.500.110(1)(j) (2021)

CMR 935.501.110(1)(j) (2021)

7. Remove the ex-employee's user information and other intangible access mechanisms from the following Good Feels Inc. accounts, at a minimum:

- METRC
- Good Feels Inc.'s POS system
- Good Feels Inc. email
- Medical patient registry, if applicable
- Third-party delivery software
- Surveillance and alarm systems
- Alarm codes, passwords, and other intangible access mechanisms provided to the terminated employee

CMR 935.500.110(1)(i) (2021)

CMR 935.501.110(1)(i) (2021)

CMR 935.500.110(1)(j) (2021)

CMR 935.501.110(1)(j) (2021)

8. Update all relevant employee lists, including but not limited to:

- METRC Authorized Users Log
- Limited Access Area Authorized Agents List
- Good Feels Inc. contact list
- Surveillance System and Alarm System Authorized Users List
- Good Feels Inc. list of active, employed agents

Best Practice

9. In the case of a suspended employee, deactivate the keycard in the Access Control System, and document it in the system as a "suspended employee."

Best Practice

10. When the suspension is lifted, update their information and issue a new ID and access credentials to the employee.

Best Practice

11. Maintain all documents and records regarding suspended and terminated employees in Good Feels Inc. business records for at least 12 months after the termination of the Good Feels Inc. agent.

CMR 935.500.105(9)(d)(2)(f) (2021)

CMR 935.501.105(9)(d)(2)(h) (2021)

D. Maintain the terminated employee's records for at least 12 months after their termination. Include, at a minimum, the following:

Best Practice

1. All materials submitted to the Commission.

CMR 935.500.105(9)(d)(2)(a) (2021)

CMR 935.501.105(9)(d)(2)(a) (2021)

CMR 935.501.105(9)(d)(2)(e) (2021)

2. Documentation of verification of references.

CMR 935.500.105(9)(d)(2)(b) (2021)

CMR 935.501.105(9)(d)(2)(b) (2021)

3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision.

CMR 935.500.105(9)(d)(2)(c) (2021)

CMR 935.501.105(9)(d)(2)(c) (2021)

4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenter.

CMR 935.500.105(9)(d)(2)(d) (2021)

CMR 935.501.105(9)(d)(2)(d) (2021)

5. Documentation of periodic performance evaluations.

CMR 935.500.105(9)(d)(2)(e) (2021)

CMR 935.501.105(9)(d)(2)(f) (2021)

6. A record of any disciplinary action taken.

CMR 935.500.105(9)(d)(2)(f) (2021)

CMR 935.501.105(9)(d)(2)(h) (2021)

7. Notice of completed responsible vendor and eight-hour related duty training.

CMR 935.500.105(9)(d)(2)(g) (2021)

CMR 935.501.105(9)(d)(2)(g) (2021)



Welcome to Good Feels

It is a pleasure to welcome you into the Cannabis Industry!

Over the course of the next two weeks and beyond, you will receive the training and knowledge to deliver world class service to our guests for their complete cannabis needs. In our dispensaries, we focus on compassion and continued cannabis education which results in the best guest care in the state. Providing a consistent level of quality and delight to our customers with compassion and care drives loyalty to our brand and business.

By showing you how we create some of the most sought after THC and CBD products in the cannabis industry, you gain the knowledge to speak deeply to the quality, care, and pride that we take in every aspect of our business at Good Feels Inc. while helping us maintain and improve our products. Our product lines Seltzer and Beverage Enhancer both made with 100% renewable energy in our carbon neutral facility.

Within the production facility, each employee is trained in the following areas highlighted in this training guide to ensure that all operations run smoothly and uninterrupted for maximum quality and satisfaction.

The roles at the dispensary are the following: Production Team Member, Production Manager, and Operations & Compliance Manager. No matter the role, it is important to provide a strong knowledge base for every employee we hire so that we continue to grow, educate, and elevate ourselves.

Taking the time and care to make sure that each new employee feels supported and well trained will ensure we continue to have the best people in this industry on our production floor. We encourage you to ask questions, share your thoughts, and give constructive feedback as we continue to develop and grow our Good Feels Inc. family. Lastly, HAVE FUN!

RFID Key FOB Best Practices

Good Feels Inc employees will receive a key fob that uses radio frequency identification (**RFID**) technology for proximity based access throughout the facility. There are a few items to keep in mind as best practices with the key fob / card devices.

1. Avoid submerging RFID fob/card in any liquids.
2. Avoid exposure to high capacity magnetic fields.
 - a. The RFID can be compromised and rendered useless if exposed.
3. Avoid exposure to extreme temperatures hot or cold.
4. If a key fob or card is lost or stolen, notify internal Good Feels Inc. Managers immediately so access and permissions to that card and device can be removed.

Registered Agent Badges

Each employee working in any role at the dispensary ***must display their Registered Agent Badge at all times***. This identification is a crucial part of Good Feels Inc.'s compliance obligation to the state of Massachusetts' Adult Use Marijuana Program. If a badge is not present with an employee while they are clocked in for a shift, the employee will be sent home.

Registration Annual Follow Up

Good Feels Inc. administrators will handle the registration process of your ME Agent badge for each employee annually, typically 30-60 days before it expires so there will be no lapse in eligibility to work. If you notice your expiration time approaching, it is recommended that you notify a manager to engage the process.

Lost / Misplaced Registered Agent Badge

Employees that lose a Registered Agent badge must report to a manager as soon as possible. The regulations state that we must report a lost or stolen registered agent card to the CCC within 5 business days. In this event, Good Feels Inc. administrators can arrange a temporary card with the CCC, but there is a chance a lost badge could lead to a missed work day.

Employee Breaks

Massachusetts State Law dictates that if an employee works a 6 hour shift or more, they are **required** to take one thirty minute break that they must clock out for.

Lunch breaks are arranged by the Manager on duty. You will always be offered to take a break at a reasonable time, but understanding that forfeiting the break will result in a thirty minute deduction from your total day as it is state law.

If you are in need of an additional break during your shift, please discuss with your Manager on Duty. To prevent any issues of liability, you must clock out during any break throughout your shift, especially when leaving the building.

Good Feels Inc. Dress Code

During hours of operation, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

All Production Employees will be measured for production clothing. At the beginning of every shift production employees will collect their production clothing from the front including pants, shirt, hats, and boots. Employees will then change in the restroom/changing area before starting work in the production room. We are a manufacturing company producing edible products, it is the responsibility of every employee to ensure that no outside contaminants are brought into our facility. Changing into production clothes, which will be cleaned regularly by a service, is just one component of keeping the facility clean.

While on the production floor no other garments will be allowed other than the production clothes provided for employees by the company, this includes hats or other head garments.

To ensure that Good Feels Inc. is a fragrance-free workplace, employees are prohibited from bringing onto the premises any natural or artificial scents that could be distracting or annoying to others. Personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are noticeable to others should not be worn by employees. Employees required by medical necessity to use medicinal lotions or skin creams that contain odors easily noticeable to others may request a reasonable accommodation from their supervisor. Any employee with a concern about scents or odors should contact his or her supervisor.

MFG - Contamination Prevention

Good Feels Inc.



Version	V4
Effective Date	09/27/2021
Last Revised	04/08/2021

Policy

Good Feels Inc. will ensure manufacturing operations are conducted in a sanitary manner to protect public health. All marijuana and marijuana product will satisfy the sanitation requirements in 105 CMR 935.500.000: *Good Manufacturing Practices for Food*. Edibles will be prepared, handled, and stored in compliance with 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments* and 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

Good Feels Inc. will maintain documentation of its compliance, or lack thereof, with applicable standards established by the Commission for the conditions necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration during storage and transportation. All staff will be trained in, and comply with, all applicable sanitation requirements. Employees will not be allowed to work if they are sick. Separate and defined areas designated for specific operational activities and other control systems will be utilized to prevent cross-contamination of marijuana. Animals will be prohibited from entering the facility, except for guard or service dogs in areas where there is no risk of contamination of marijuana or contact surfaces.

Good Feels Inc. will only acquire materials from safe and approved sources. Raw materials that are contaminated or failed contaminant testing will be rejected. Contaminated product will be properly collected, quarantined, and disposed of. Only individuals necessary for their required tasks will be allowed access to production areas. All visitors entering Good Feels Inc.'s facility will be monitored so contamination of marijuana does not occur.

Floors, walls, and ceilings will be constructed in a manner so that they may be adequately kept clean and in good repair. Good Feels Inc.'s water supply will be sufficient for necessary operations. Any private water source will provide a safe, potable, and an adequate supply of water to meet facility needs. Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility and to properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and waste-water lines. Good Feels Inc. will immediately cease operations if there is an imminent health hazard, such as no running water or a sewage back up.

Designated hand washing facilities will be conveniently located in all production areas and equipped with sanitary towel services or other suitable drying devices. Equipment and utensils will be designed and of material and workmanship as to be adequately cleanable. There will be adequate lighting in all areas where marijuana is stored and equipment and utensils are cleaned. Marijuana and marijuana products will be prepared and handled on food-grade stainless steel tables with no contact with agents' bare hands.

All contact surfaces, including utensils and equipment, will be cleaned and sanitized as frequently as necessary to protect against contamination. Good Feels Inc. will use sanitizing agents registered by the US Environmental Protection Agency (EPA), and in accordance with labeled instructions. All chemical, poisonous, and toxic agents, such as solvents and sanitizers, will be:

- Distinctly labeled
- Stored in a separate area from marijuana products
- Below all other products and items, so no products or items are contaminated in the event of a spill

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.105\(3\)\(d\) \(2021\)](#); [CMR 935.500.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.500.105\(3\)\(b\) \(2021\)](#); [CMR 935.500.105\(3\)\(c\) \(2021\)](#); [CMR 935.500.150\(2\) \(2021\)](#); [CMR 935.500.130\(4\) \(2021\)](#).

Medical Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.105\(3\)\(e\) \(2021\)](#); [CMR 935.501.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.501.105\(3\)\(c\) \(2021\)](#); [CMR 935.501.105\(3\)\(b\) \(2021\)](#); [CMR 935.501.130\(4\) \(2021\)](#); [CMR 935.501.150\(2\) \(2021\)](#).

GMP Policy Citations: 21 CFR 110.10(a) (2020); 21 CFR 110.80(b)(1)-(2) (2020); 21 CFR 211.58 (2020); 21 CFR 211.56 (2020); 21 CFR 211.182 (2020); 21 CFR 211.67(a) (2020); 21 CFR 211.42(a) (2020); 21 CFR 211.42(b) (2020); 21 CFR 110.20(b)(1)-(2) (2020); 21 CFR 110.35(b)-(e) (2020); [CMR 105.500.005\(H\)\(3\) \(2016\)](#); [CMR 105.500.005\(H\)\(8\) \(2016\)](#).

Purpose

This document describes the procedures that will be implemented by Good Feels Inc. to ensure manufacturing employees take the necessary steps to prevent contamination at Good Feels Inc.'s manufacturing facility.

Scope

Manufacturing, Sanitation, Quality, Facilities, Good Manufacturing Practices

Employee Responsible

Production Manager, Operations & Compliance Manager, Manufacturing Facility Employees

Definitions

n/a

Resources

105 CMR 590.000: State Sanitary Code Chapter X: *Minimum Sanitation Standards for Food Establishments*, 105 CMR 935.500.000: *Good Manufacturing Practices for Food*, 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*, Master Safety Data Sheet binder, Equipment Sanitation and Maintenance Log, Personal Protective Equipment (PPE), cleaning & sanitizing agents, cleaning equipment made with stainless steel or other inert material, pest control devices and traps, chemical testing kits

MFG - Contamination Prevention

A. Contamination Prevention during Manufacturing of Marijuana

CMR 935.500.130(4) (2021)

CMR 935.501.130(4) (2021)

1. Comply with 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

CMR 935.500.105(3)(b)(1) (2021)

CMR 935.501.105(3)(b)(1) (2021)

2. Ensure that all employees who are responsible for edible production are working in compliance with 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

CMR 935.500.105(3)(c) (2021)

CMR 935.501.105(3)(c) (2021)

3. Maintain a water supply at the manufacturing facility that is sufficient for necessary operations. If Good Feels Inc. uses a private water source, confirm that it is capable of providing a safe, potable, and adequate supply of water to meet Good Feels Inc.'s manufacturing facility needs.

CMR 935.500.105(3)(b)(11) (2021)

CMR 935.501.105(3)(b)(11) (2021)

21 CFR 211.48(a) (2020)

4. Maintain plumbing that is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout Good Feels Inc.'s manufacturing facility. Confirm that plumbing can properly convey sewage and liquid disposable waste from the manufacturing facility, and that there are no cross-connections between the potable and wastewater lines.

CMR 935.500.105(3)(b)(12) (2021)

CMR 935.501.105(3)(b)(12) (2021)

21 CFR 211.48(a) (2020)

5. Maintain designated hand washing facilities in restrooms and in production areas where good sanitary practices require employees to wash or sanitize their hands.

Note: Hand washing or sanitizing areas will include running water that can run hot water between 100 and 120 degrees F, and a sanitary towel service or suitable drying device.

CMR 935.500.105(3)(b)(3) (2021)

CMR 935.501.105(3)(b)(2)(c) (2021)

CMR 935.501.105(3)(b)(3) (2021)

21 CFR 211.52 (2020)

CMR 935.500.002 (2021)

6. Maintain adequate readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

CMR 935.500.105(3)(b)(13) (2021)

CMR 935.501.105(3)(b)(13) (2021)

21 CFR 211.52 (2020)

7. Properly remove and dispose of litter and waste to minimize the development of odor and minimize the potential for the waste attracting and harboring pests.

Note: Please see Good Feels Inc.'s Collecting Marijuana Waste and Rendering Marijuana Waste Unusable SOPS for more information on compliant marijuana product disposal.

CMR 935.500.105(3)(b)(5) (2021)

CMR 935.501.105(3)(b)(5) (2021)

21 CFR 110.80(b)(1) (2020)

8. Maintain adequate safety lighting for all processing and storage areas, as well as areas where equipment or utensils are cleaned.

CMR 935.500.105(3)(b)(7) (2021)

CMR 935.501.105(3)(b)(7) (2021)

21 CFR 211.44 (2020)

9. Instruct all manufacturing facility employees to:

- Wash hands before starting work, after breaks, when changing gloves, and any time when hands may have become soiled or contaminated
- Change gloves after every task
- Maintain adequate personal hygiene while on duty

- Store all personal items in an employee storage area that is separate from all production areas
- Store beverages in a designated beverage area that is separate from all production areas.

Note: Please see Good Feels Inc.'s Employee Health and Sanitation SOP for more information.

CMR 935.500.105(3)(b)(2)(a) (2021)

CMR 935.501.105(3)(b)(2)(a) (2021)

CMR 935.500.105(3)(b)(2)(b) (2021)

CMR 935.501.105(3)(b)(2)(b) (2021)

CMR 935.500.002 (2021)

21 CFR 110.10(b)(3) (2020)

21 CFR 211.28(a) (2020)

10. Instruct employees to always wear gloves and never touch marijuana or marijuana products with their bare hands.

CMR 935.500.105(3)(a)(4) (2021)

CMR 935.501.105(3)(a)(4) (2021)

21 CFR 211.28(a) (2020)

11. Prepare and handle marijuana and marijuana products on stainless steel food tables.

CMR 935.500.105(3)(a)(4) (2021)

CMR 935.501.105(3)(a)(4) (2021)

12. Closely monitor all visitors at Good Feels Inc.'s manufacturing facility to ensure they don't contaminate any marijuana or marijuana products.

Best Practice

13. Perform visual inspections of plant material at each stage of the manufacturing process to ensure that it is well cured, free of seeds and stems, and there is no:

- Dirt
- Sand
- Debris
- Any foreign matter
- Mold
- Mildew
- Pests
- Rot
- Gray and black plant material

CMR 935.500.105(3)(a)(1)-(3) (2021)

CMR 935.501.105(3)(a)(1)-(3) (2021)

14. If any mold, mildew, pests, rot, or gray and black plant material are found, stop production and quarantine affected plant material. Conduct an investigation as needed.

Best Practice

15. Utilize integrated pest management to help prevent and control infestations. Use the following methods at a minimum:

- Quarantine newly acquired wholesale plant materials for a few days to ensure no signs of infestation arise
- Prevent standing water from forming
- Confirm that any water reservoirs are sealed and filtered
- Maintain environmental conditions to minimize optimal pest habitat
Ensure humidity levels are appropriate and do not promote pathogen growth
- Establish protocols to prevent pests from entering the facility on workers' clothing, shoes or equipment.
- Regularly inspect plant material for signs or symptoms of pest infestations. Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests.

CMR 935.500.105(3)(b)(8) (2021)

CMR 935.501.105(3)(b)(8) (2021)

16. Confirm that all marijuana set for disposal and unrecoverable marijuana waste are quarantined from working inventory.

Note: Please see Good Feels Inc.'s Inventory Storage and Collecting Marijuana Waste SOPs for more information.

CMR 935.500.105(11)(b) (2021) CMR 935.501.105(11)(b) (2021) CMR 935.500.105(3)(b)(15) (2021)
 CMR 935.501.105(3)(b)(15) (2021) CMR 935.500.130(5)(c) (2021) CMR 935.501.130(5)(c) (2021)
 CMR 935.500.130(4) (2021) CMR 935.501.130(4) (2021)

17. Store products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of those microorganisms.

CMR 935.500.105(3)(b)(14) (2021) CMR 935.501.105(3)(b)(14) (2021)

18. Provide continual environmental monitoring for temperature, ventilation and humidity where all marijuana is stored.

CMR 935.500.105(11)(a) (2021) CMR 935.501.105(11)(a) (2021) 21 CFR 211.80(a) (2020) 21 CFR 211.80(b) (2020)
 21 CFR 211.142(b) (2020)

19. Maintain Good Feels Inc.'s storage area in a clean and orderly condition.

CMR 935.500.105(11)(c) (2021) CMR 935.501.105(11)(c) (2021) 21 CFR 110.35(a) (2020) 21 CFR 211.80(a) (2020)
 21 CFR 211.80(b) (2020) 21 CFR 211.142(b) (2020)

20. Conduct systematic pest control to maintain the storage area free from infestation by insects, rodents, birds, and pests of any kind.

CMR 935.500.105(11)(d) (2021) CMR 935.501.105(11)(d) (2021) 21 CFR 211.80(a) (2020) 21 CFR 211.80(b) (2020)
 21 CFR 211.142(b) (2020)

21. Do not store toxic items in the same area as products used for the manufacturing of marijuana.

CMR 935.500.105(3)(b)(10) (2021) CMR 935.501.105(3)(b)(10) (2021) CMR 105.500.005(H)(9) (2016)

22. Identify and store all toxic chemicals in a manner that prevents contamination of marijuana.

CMR 935.500.105(3)(b)(10) (2021) CMR 935.501.105(3)(b)(10) (2021) CMR 105.500.005(H)(9) (2016)

23. Instruct manufacturing facility personnel to clean, sanitize, and sterilize all production areas:

- In between production batches
- At the beginning and end of their shift

CMR 935.500.105(3)(b)(8) (2021) CMR 935.501.105(3)(b)(8) (2021) CMR 935.500.105(3)(b)(9) (2021)
 CMR 935.501.105(3)(b)(9) (2021) 21 CFR 110.35(a) (2020) 21 CFR 211.56(b) (2020) CMR 935.500.002 (2021)

24. Instruct manufacturing facility personnel to clean, sanitize, and disinfect all contact surfaces, equipment, and utensils at appropriate intervals to prevent malfunctions or contamination.

Note: Norovirus can live on a food contact surface for up to two weeks.

CMR 935.500.105(3)(b)(9) (2021) CMR 935.501.105(3)(b)(9) (2021) 21 CFR 110.35(a) (2020) 21 CFR 211.56(b) (2020)
 CMR 105.500.005(H)(8) (2016)

25. Instruct all manufacturing employees to always wear appropriate PPE when cleaning and sanitizing rooms, equipment, and utensils.

CMR 935.500.105(3)(b)(9) (2021) CMR 935.501.105(3)(b)(9) (2021) 21 CFR 211.28(a) (2020)

26. Ensure that employees are using, storing, and disposing of the correct cleaning, sanitizing, and sterilization products and in accordance with the product manufacturer's instructions.

Note: Chemical containers cannot be reused. Instruct manufacturing facility agents to saturate any cloths used to wipe surfaces in the facility with sanitizer as it is a violation to reuse dry towels to wipe surfaces.

CMR 935.500.105(3)(b)(10) (2021)

CMR 935.501.105(3)(b)(10) (2021)

CMR 105.500.005(H)(8) (2016)

27. Confirm that manufacturing facility agents are using chemical testing kits to ensure that the correct sanitizer and disinfectant concentrations are being used when cleaning contact surfaces.

CMR 935.500.105(3)(b)(9) (2021)

CMR 935.501.105(3)(b)(9) (2021)

CMR 935.500.105(3)(b)(10) (2021)

CMR 935.501.105(3)(b)(10) (2021)

28. If Good Feels Inc. personnel uses disinfectant, ensure that they are cleaning the residual chemical off of all contact surfaces as to not create chemical contamination.

CMR 935.500.105(3)(b)(9) (2021)

CMR 935.501.105(3)(b)(9) (2021)

CMR 935.500.105(3)(b)(10) (2021)

CMR 935.501.105(3)(b)(10) (2021)

21 CFR 211.56(c) (2020)

CMR 105.500.005(H)(8) (2016)

CMR 105.500.005(H)(3) (2016)

29. Instruct the Operations & Compliance Manager to keep the facility grounds maintained in a condition that protects against the contamination of any and all manufacturing products and materials.

CMR 935.500.105(3)(b)(9) (2021)

CMR 935.501.105(3)(b)(9) (2021)

21 CFR 211.56(a) (2020)

30. Control and prevent pests from entering the facility by:

- Installing adequate screens on all windows and exterior entrances, and checking screens monthly for defects
- Using and checking traps, glue boards, and baits on a regular basis, and replacing them as needed;
- Removing and properly disposing of litter, clutter, and waste from the facility and surrounding grounds in order to minimize the development of odor and the potential for attracting and harboring pests
- Keeping dumpsters and dumpster areas clean, covered, and closed
- Using pesticides and/or a certified, registered pest control service ONLY under precautions and restrictions that protect against the contamination of marijuana, approved marijuana products, and product packaging materials.

CMR 935.500.105(3)(b)(8) (2021)

CMR 935.501.105(3)(b)(8) (2021)

21 CFR 211.56(c) (2020)

31. Shut down manufacturing facility operations if there is no hot water, a sewage back-up, evidence of an infestation, or other potential or actual imminent health hazard.

CMR 935.500.105(3)(b)(11) (2021)

CMR 935.501.105(3)(b)(11) (2021)

CMR 935.500.105(3)(b)(12) (2021)

CMR 935.501.105(3)(b)(12) (2021)

CMR 935.500.105(3)(b)(13) (2021)

CMR 935.501.105(3)(b)(13) (2021)

B. Recordkeeping - Keep and maintain the following records, at a minimum, for at least two years after Good Feels Inc. ceases to operate. Make them available to the Commission upon request.

CMR 935.500.105(9)(g) (2021)

CMR 935.501.105(9)(g) (2021)

1. Facility Cleaning Logs.

Best Practice

2. Employee sanitation training records.

CMR 935.500.105(9)(d)(2)(d) (2021)

CMR 935.501.105(9)(d)(2)(d) (2021)

3. Exterminator and other contractor invoices related to Good Feels Inc.'s contamination prevention efforts.

CMR 935.500.105(9)(e)(2) (2021)

CMR 935.501.105(9)(e)(2) (2021)

CMR 935.500.105(9)(e)(3) (2021)

CMR 935.501.105(9)(e)(3) (2021)

4. Documentation of Good Feels Inc.'s compliance, or lack thereof, with applicable testing requirements and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

CMR 935.500.130(4) (2021)

CMR 935.501.130(4) (2021)

**MFG - Quality Control
Samples (Adult-Use)**

Good Feels Inc.



Version	V3
Effective Date	09/19/2021
Last Revised	04/08/2021

Policy

Good Feels Inc. may develop and provide quality control samples to internal manufacturing facility agents for the purpose of ensuring product quality and determining whether to make the product available to sell. Good Feels Inc. will not allow, under any circumstances, the consumption of quality control samples on the licensed premises. In addition, Good Feels Inc. will not allow the sale of quality control samples.

Only the following aggregate amounts will be distributed to all Good Feels Inc. employees in one calendar month:

- Five grams of marijuana concentrate or extract, including but not limited to tinctures
- Five hundred milligrams of edibles where the serving size of each individual sample does not exceed five milligrams and otherwise meets dosing limitations
- Five units of sale per cannabis product line and no more than six individual cannabis product lines

Note: A cannabis product line shall mean items bearing the same stock keeping unit number.

All quality control samples will have passed laboratory testing before being released for packaging, labeling, and distribution to employees. Quality control samples will be assigned a unique, sequential RFID tag number and entered into METRC as quality control samples.

Good Feels Inc. will maintain a Quality Control Samples Log to internally track distribution to employees, and assessments of each product they have distributed. Sample Forms will be created and issued to employees, if practicable.

Policy Citations: CMR 935.500.130(5)(k) (2021); CMR 935.500.130(9) (2021).

Purpose

This SOP describes the requirements, policies, and procedures for adequately tracking, recording, and documenting quality control samples developed on or provided from Good Feels Inc.'s licensed premises.

Scope

Employees, Quality, Inventory Tracking, Inventory Management

Employee Responsible

Production Manager, Operations & Compliance Manager

Definitions

n/a

Resources

Computer, Good Feels Inc.'s internal seed-to-sale tracking system , METRC, Good Feels Inc.'s Vendor Sample Log, Sample Forms

MFG - Quality Control Samples (Adult-Use)

A. Quality Control Sample General Requirements

CMR 935.500.130(5)(k) (2021)

1. Only provide quality control samples to Good Feels Inc.'s manufacturing facility employees for the purpose of ensuring product quality and determining whether to make the product available to sell.

CMR 935.500.130(9)(a) (2021)

CMR 935.500.002 (2021)

2. Distributed no more than the following aggregate amounts to all Good Feels Inc. employees in one calendar month:

- Five grams of marijuana concentrate or extract, including but not limited to tinctures
- Five hundred milligrams of edibles where the serving size of each individual sample does not exceed five milligrams
- Five units of sale per cannabis product line and no more than six individual cannabis product lines

Note: Cannabis product line means items bearing the same stock keeping unit number.

CMR 935.500.130(9)(c)(1)-(3) (2021)

CMR 935.500.002 (2021)

3. Instruct Good Feels Inc. employees to not consume quality control samples on the premises, and to never sell quality control samples.

CMR 935.500.130(9)(b)(1) (2021)

CMR 935.500.130(9)(b)(2) (2021)

CMR 935.500.002 (2021)

B. Preparing and Tracking Quality Control Samples

CMR 935.500.130(5)(k) (2021)

1. Maintain a Quality Control Sample Log to track:
 - The creation of quality control samples
 - The distribution of quality control samples to employees
 - Prospect feedback, including effects and quality of the product

Best Practice

2. Confirm the production batch to be used for quality control samples has passed laboratory testing and is packaged and labeled in compliance with all applicable rules.

CMR 935.500.130(9)(b)(3) (2021)

CMR 935.500.105(8)(h) (2021)

CMR 935.500.130(9)(e) (2021)

CMR 935.500.002 (2021)

3. Assign the quality control samples a unique, sequential RFID tag number, and designate them as quality control samples in METRC.

CMR 935.500.130(9)(d) (2021)

CMR 935.501.002 (2021)

4. Document the assignment of an RFID number in the Quality Control Sample Log. Include:

- The date
- The quantity, net weight, and type of marijuana flower contained within the package
- A unique sequential, RFID tag number assigned to the batch associated with the quality control sample in METRC

Best Practice

5. Create and print quality control sample labels with the following wording in no less than 1/16 inch in size:

- A statement that reads: "*QUALITY CONTROL SAMPLE NOT FOR RESALE*"
- Good Feels Inc.'s name and registration number
- The quantity, net weight, and type of marijuana flower contained within the package
- A unique sequential, RFID tag number assigned to the batch associated with the quality control sample in METRC

CMR 935.500.130(9)(e)(1)-(4) (2021)

6. Firmly affix a label to each quality control sample unit.

CMR 935.500.130(9)(e) (2021)

7. Upon providing a quality control sample to an employee, record the following in METRC:

- The reduction in quantity of the total weight or item count under the unique RFID tag number associated with the quality control sample
- The date and time the quality control sample was provided to the employee
- The agent registration number of the employee receiving the quality control sample
- The name of the employee as it appears on their agent registration card

CMR 935.500.130(9)(f)(1)-(4) (2021)

CMR 935.500.002 (2021)

8. Record the distribution of the quality control sample in Good Feels Inc.'s internal seed-to-sale tracking systems and the Quality Control Sample Log.

CMR 935.500.130(9)(f)(1)-(4) (2021)

9. Set up a timeframe for following up and receiving employee feedback.

Best Practice

10. Create and maintain internal Quality Control Sample Forms. Provide these forms to employees so they can document the effects, experience, and quality.

Best Practice

MFG - Testing Marijuana and Marijuana Products_

Good Feels Inc.



Version	V6
Effective Date	10/03/2021
Last Revised	04/08/2021

Policy

For each batch of cannabis product, there will be appropriate laboratory determination of satisfactory conformance to final specifications for the cannabis product prior to further distribution release.

Good Feels Inc. must have all production batches tested by an independent testing laboratory before releasing any marijuana from Good Feels Inc.'s manufacturing facility for wholesale transfer. In addition, the Commission may direct Good Feels Inc. to test marijuana as part of its inspection process. Good Feels Inc. will maintain documentation of its compliance, or lack thereof, with applicable testing requirements and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Good Feels Inc. will maintain a Sampling Log or Sampling Forms to track all sampling events. Any tools that contact the samples should be made of stainless steel or other inert material and sanitized to avoid potential contamination of the sample. Appropriate sample containers should be made of suitable materials.

Good Feels Inc. must maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. Marijuana with testing dates that are older than one year are expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

The approved laboratory will test for the following:

- Contaminants
- Pesticides
- Plant-growth regulators
- Heavy metals
- Mold
- Mildew
- Any other analyte as required by the Commission
- Cannabinoid profiles

Good Feels Inc. must maintain a written policy for responding to lab test results that indicate contaminant levels are above acceptable limits. **Note:** MTCs must make this written policy available to its patients and caregivers.

If Good Feels Inc. operates in Duke or Nantucket Counties:

- Good Feels Inc. does not have to use an independent testing laboratory until one is available on the island
- Good Feels Inc. is required to test its products in a manner that is not unreasonably impracticable, but also adequately protects the public health in the opinion of the Commission. Such testing may include:
 - A modified on-premises testing system approved by the Commission if the label on any marijuana or marijuana product so tested discloses in capital letters: "WARNING: LIMITED TESTING FOR CONTAMINANTS AND PESTICIDES"
 - A testing facility in the island counties that does not meet the criteria for an Independent Testing Laboratory, but is approved by the Commission for testing by Marijuana Establishments or MTCs located in the island counties
 - Such other testing system approved by the Commission

Good Feels Inc. must provide documentation of its compliance with the Commission's testing requirements.

Adult-Use Policy Citations: [CMR 935.500.003 \(2021\)](#); [CMR 935.500.030\(9\) \(2021\)](#); [CMR 935.500.105\(3\)\(d\) \(2020\)](#); [CMR 935.500.110\(4\)\(f\) \(2021\)](#); [CMR 935.500.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.500.105\(1\)\(h\) \(2021\)](#); [CMR 935.500.200 \(2021\)](#); [CMR 935.500.105\(8\)\(b\) \(2021\)](#); [CMR 935.500.105\(8\)\(f\) \(2021\)](#); [CMR 935.500.130\(4\) \(2021\)](#); [CMR 935.500.160 \(2021\)](#); [CMR 935.500.301\(5\) \(2021\)](#).

Medical Policy Citations: [CMR 935.501.003 \(2021\)](#); [CMR 935.501.030\(8\) \(2021\)](#); [CMR 935.501.105\(3\)\(e\) \(2021\)](#); [CMR 935.501.105\(3\)\(a\)\(3\) \(2021\)](#); [CMR 935.501.105\(1\)\(h\) \(2021\)](#); [CMR 935.501.105\(8\)\(b\) \(2021\)](#); [CMR 935.501.105\(8\)\(f\) \(2021\)](#); [CMR 935.501.130\(4\) \(2021\)](#); [CMR 935.501.160 \(2021\)](#); [CMR 935.501.200 \(2021\)](#); [CMR 935.501.301\(5\) \(2021\)](#).

GMP Policy Citation: 21 CFR 211.65 (2020).

Purpose

This document outlines procedures Good Feels Inc. must follow when marijuana is to be tested by an Independent Testing Laboratory.

Scope

Manufacturing Testing, Quality, Good Manufacturing Practices

Employee Responsible

Production Manager, Compliance & Operations Manager

Definitions

n/a

Resources

Sample Collection Logbook, disposable gloves, stainless steel decontaminated tools such as tongs and bowls, clean decontaminated surface for sample collection, airtight sample containers, batch labels, sample label, label printer, packaging sealer

MFG - Testing Marijuana and Marijuana Products_

A. Creating Traceable Production Batches

- CMR 935.500.105(1)(h) (2021)
- CMR 935.501.105(1)(h) (2021)
- CMR 935.500.002 (2021)

1. After physical production of a batch of MIPs, create a production batch in METRC, the required seed-to-sale electronic tracking system, and Good Feels Inc.’s computerized seed-to-sale system, if applicable.

- CMR 935.500.105(8)(b) (2021)
- CMR 935.501.105(8)(b) (2021)
- CMR 935.500.002 (2021)

2. Assign and attach an RFID package tag to each production batch.

- CMR 935.500.105(8)(e) (2021)
- CMR 935.501.105(8)(e) (2021)

B. Contacting Good Feels Inc.'s Chosen Independent Testing Laboratory

- 21 CFR 211.165(a) (2020)
- CMR 935.500.002 (2021)

1. Contact the Independent Testing Laboratory that Good Feels Inc. will be sending its samples to, and find the minimum sample size for the production batch that Good Feels Inc. is testing.

Best Practice

2. Include the sample size in Good Feels Inc.’s Sampling Log or Sampling Form for the production batch to be tested.

Best Practice

C. Preparing for sample collection once production batch is in ready to use condition.

Best Practice

1. Clean, sanitize, and disinfect the stainless steel table to be used for sample collection.

- CMR 935.500.105(3)(a)(4) (2021)

2. Assemble all equipment and tools needed for the sampling procedure, including but not limited to:

- Disposable gloves
- Stainless steel decontaminated tools
- Stainless steel bowl
- Clean, decontaminated stainless steel surface
- Sample containers with sampling labels, to be affixed, that include the following information:
- Production batch number
- Sample ID
- Date and time of sample collection
- Name of Good Feels Inc. agent who collected the samples
- Container labels and pen with indelible ink
- Supplies to thoroughly clean, decontaminate, and dry sampling equipment between each sample
- A cooler with ice to keep samples cool until refrigeration or shipment to a laboratory

- CMR 935.500.105(3)(b)(9) (2021)
- CMR 935.501.105(3)(b)(9) (2021)
- CMR 935.500.002 (2021)

3. Prepare an entry in Good Feels Inc.’s Sampling Log or Sample Collection Form that includes the minimum sampling size established by the Independent Testing Laboratory.

Best Practice

4. Set up all sampling jars with the appropriate labels affixed.

Best Practice

5. Decontaminate all sampling equipment.

CMR 935.500.105(3)(b)(9) (2021)

CMR 935.501.105(3)(b)(9) (2021)

6. Wash your hands and put on disposable gloves.

CMR 935.500.105(3)(b)(2)(a) (2021)

CMR 935.501.105(3)(b)(2)(a) (2021)

CMR 935.500.105(3)(b)(2)(b) (2021)

CMR 935.501.105(3)(b)(2)(b) (2021)

D. Sample Collection

21 CFR 211.165(a) (2020)

1. Obtain the minimum sample amount established by the independent testing laboratory. Ensure that the sample is representative of the maturity and composition of the entire production batch.

21 CFR 211.165(c) (2020)

21 CFR 211.166(a)(1) (2020)

CMR 935.500.002 (2021)

2. Place the samples in clean, airtight sample containers.

Best Practice

3. Confirm that all sample containers are firmly closed and have sample labels affixed.

Best Practice

4. Place samples in a cooler with ice or refrigerator until transport or destruction.

CMR 935.500.105(3)(b)(15) (2021)

CMR 935.501.105(3)(b)(15) (2021)

5. Log the collection of samples in Good Feels Inc.'s Sampling Log or Sample Collection Form. Include, at a minimum, the following information:

- Sample collection date and start time
- Production batch numbers
- Sample ID
- Number of samples taken
- Good Feels Inc. agent responsible for the sampling
- General description of product type and batch number sampled
- General description of the sampling procedure(s) used
- Description of any difficulties or inconsistencies with Good Feels Inc.'s Sampling Plan
- Record of batches that could potentially be impacted should analysis results indicate unacceptable contamination levels

Best Practice

6. Proceed to Good Feels Inc.'s Transportation Overview SOP, which can be found in the General package, for next steps on compliant transport of commercial marijuana to an independent testing laboratory.

CMR 935.500.160(8) (2021)

CMR 935.501.160(8) (2021)

E. Storing production batch while awaiting test results:

Best Practice

1. Label the production batch awaiting test results with the following information:

- Production batch number
- The name and accreditation number of the laboratory responsible for the testing
- The date the samples were taken
- In bold, capital letters, no smaller than 12 point font, "*PRODUCT NOT TESTED*"

CMR 935.500.105(3)(b)(15) (2021)

CMR 935.501.105(3)(b)(15) (2021)

CMR 935.500.002 (2021)

2. Store and secure the batch in a manner that:

- Prevents tampering or transfer prior to test results being reported
- Prevents against contamination of any of Good Feels Inc.'s products
- Makes it easy to locate

CMR 935.500.105(3)(b)(15) (2021)

CMR 935.501.105(3)(b)(15) (2021)

F. Receiving Test Results

Best Practice

1. If batch samples pass testing, then proceed with packaging, labeling, and transfer.

CMR 935.500.160(11) (2021)

CMR 935.501.160(11) (2021)

CMR 935.500.002 (2021)

2. If batch samples fail testing, do not release the batch for packaging, labeling, and transfer. These samples must either be reanalyzed, remediated, or destroyed.

CMR 935.500.160(11) (2021)

CMR 935.501.160(11) (2021)

21 CFR 211.165(f) (2020)

3. If you choose to reanalyze the sample, send a sample from the same batch for reanalysis at the same independent testing laboratory that provided the initial failing test.

CMR 935.500.160(13)(a) (2021)

CMR 935.501.160(12)(a) (2021)

CMR 935.500.002 (2021)

4. If the sample fails the retest, either destroy or attempt to remediate the product.

CMR 935.500.160(13)(a) (2021)

CMR 935.501.160(12)(a) (2021)

5. If the sample passes the retest, submit a sample from the same batch to a second independent testing laboratory other than the original testing laboratory for a second confirmatory test.

CMR 935.500.160(13)(a) (2021)

CMR 935.501.160(12)(a) (2021)

CMR 935.500.002 (2021)

6. If the sample fails the second confirmatory test, either destroy or attempt to remediate the product.

CMR 935.500.160(13)(a) (2021)

CMR 935.501.160(12)(a) (2021)

CMR 935.500.002 (2021)

7. If the batch passes both re-tests, proceed to packaging and labeling for sale.

CMR 935.500.160(13)(a) (2021)

CMR 935.501.160(12)(a) (2021)

8. If you choose to remediate the product, submit samples to an independent testing laboratory for a new test, using this SOP.

Note: You may send the remediated product to the same testing laboratory that tested the failed product.

CMR 935.500.160(13)(b) (2021)

CMR 935.501.160(12)(b) (2021)

CMR 935.501.002 (2021)

21 CFR 211.115(a) (2020)

9. If batch samples pass the new test, then proceed with packaging, labeling, and transfer.

CMR 935.500.160(11) (2021)

CMR 935.501.160(11) (2021)

CMR 935.501.002 (2021)

CMR 935.500.160(13)(b) (2021)

CMR 935.501.160(12)(b) (2021)

10. If the samples for a production batch fail the retest, you may either destroy the batch or remediate the product a second time.

CMR 935.500.160(13)(b) (2021)

CMR 935.501.160(12)(b) (2021)

CMR 935.500.002 (2021)

21 CFR 211.115(a) (2020)

11. If the samples fail testing after the second remediation attempt, then dispose of the entire production batch and its representative samples. Do not sell, transfer, or otherwise dispense the failed batch, if applicable. No product may be remediated more than twice.

CMR 935.500.160(13)(b) (2021)

CMR 935.501.160(12)(b) (2021)

CMR 935.500.002 (2021)

21 CFR 211.165(f) (2020)

12. Notify the Commission within 72 hours if batch samples do not pass testing and cannot be remediated. Include a plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

CMR 935.500.160(4)(a)(1)-(2) (2021)

CMR 935.500.160(4)(b) (2021)

CMR 935.500.160(4)(c) (2021)

CMR 935.501.160(4)(a)(1)-(2) (2021)

CMR 935.501.160(4)(b) (2021)

CMR 935.501.160(4)(c) (2021)

13. Use Good Feels Inc.'s Collecting Marijuana Waste and Rendering Marijuana Waste Unusable SOPs if you choose to dispose of batches that failed testing,

CMR 935.500.160(13)(c) (2021)

CMR 935.501.160(12)(c) (2021)

14. Do not sell, transfer, or otherwise distribute batches with testing dates over one year old. Place marijuana with expired test results on hold and separate the batch from working inventory. Dispose of the product or restart this SOP.

Note: Marijuana or marijuana products with testing dates in excess of one year are considered expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

CMR 935.500.160(5) (2021)

CMR 935.501.160(5) (2021)

CMR 935.500.002 (2021)

- G. **Recordkeeping - Maintain all records documenting marijuana testing for at least two years after Good Feels Inc. ceases to operate, in a form and manner acceptable by the Commission. Make these records available to the Commission upon request. Include, at a minimum, the following:**

CMR 935.500.105(9)(g) (2021)

CMR 935.501.105(9)(g) (2021)

CMR 935.501.002 (2021)

1. Good Feels Inc.'s policies and procedures for creating samples and sending them to an independent testing laboratory.

CMR 935.500.105(9)(a) (2021)

CMR 935.500.105(9)(a) (2021)

2. Good Feels Inc.'s METRC and internal inventory tracking system records for marijuana testing.

CMR 935.500.105(9)(b) (2021)

CMR 935.500.105(9)(c) (2021)

CMR 935.501.105(9)(b) (2021)

CMR 935.501.105(9)(c) (2021)

3. All test results.

Note: Maintain test results for at least one year.

CMR 935.500.160(5) (2021)

CMR 935.501.160(5) (2021)

4. Good Feels Inc.'s Sampling Log or Sampling Forms.

Best Practice

5. Good Feels Inc.'s written policy for responding to failed lab test results.

CMR 935.500.160(4)(a)(1)-(2) (2021)

CMR 935.501.160(4)(a)(1)-(2) (2021)

6. Documentation of Good Feels Inc.'s compliance, or lack thereof, with applicable testing requirements and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

CMR 935.500.130(4) (2021)

CMR 935.501.130(4) (2021)

7. All manifests to and from testing labs.

Note: Manifests are required to be kept for a minimum of one year.

CMR 935.500.105(13)(f)(5) (2021)

CMR 935.501.105(13)(f)(5) (2021)



Employee Handbook

Last Updated 05/10/2021

Employee Handbook	1
Employment Basics	3
Employment contract types	3
Equal opportunity employment	3
Recruitment and selection process	4
Background checks	4
Attendance	7
Workplace Policies	7
Confidentiality and data protection	7
Harassment and violence	8
Workplace harassment	8
Workplace violence	9
Supporting victims	9
Workplace safety and health	10
Whistleblower Policy	10
Emergency management	11
Smoking	11
Drug-free workplace	11
Marijuana	12
Alcohol	12
Prescription drugs	12
Dealing with addiction	12
Employee Code of Conduct	13
Dress code	13
Cyber security and digital devices	13
Internet usage	13
Personal Electronic Devices (PEDs)	14
Corporate email	14
Our general expectations	14
Social media	15

Using personal social media at work	15
Conflict of interest	15
Employee relationships	16
Fraternization	16
Dating colleagues	16
Dating managers	16
Friendships at work	16
Employment of relatives	17
Workplace visitors	17
Solicitation and distribution	17
Employee Compensation and Development	18
Compensation status	18
Overtime	19
Payroll	19
Performance management	19
Employee training and development	20
Employee Benefits and Perks	21
Employee health	21
Workers' compensation	21
Work from home	21
Remote working	22
Employee expenses	22
Company vehicle	23
Accidents	23
Parking	23
Company-issued equipment	24
Theft and damage of company equipment	24
Security of company issued devices	24
Working Hours, PTO and Vacation	25
Working hours	25
Paid time off (PTO)	25
Holidays	25
Holiday pay	26
Working on a holiday	26
Sick leave	26
Bereavement leave	27
Jury duty and voting	27
Parental leave	28
Paternity and maternity leave	28

Returning to work after parental leave	28
Employee Resignation and Termination	28
Progressive discipline	28
Resignation	29
Tuition or relocation reimbursement	30
Forced resignation	30
Termination	30
References	31

Employment Basics

Employment contract types

- Full-time employees work at least 30 hours per week or 120 hours per month on average.
- Part-time employees are those who work fewer than 36 hours per week.
- Full-time and part-time employees can have either temporary or indefinite duration contracts. Full-time employees under an indefinite duration contract are entitled to our company's full benefits package.

We remind you that, in the U.S., employment is "at-will." This means that you or our company may terminate our employment relationship at any time and for any non-discriminatory reason(s).

Equal opportunity employment

Good Feels Inc is an equal opportunity employer. We don't tolerate discrimination against protected characteristics (gender, age, sexual orientation, race, nationality, ethnicity, religion, disability, veteran status.) We want all employees (including executives and HR) to treat others with respect and professionalism. In practice, this means that we:

- Hire and promote people based on skills, experience or potential and try to reduce bias in every process (e.g. through structured interviews.)
- Use inclusive, diversity-sensitive language in all official documents, signs and job ads.
- Conduct diversity and communication training.

Apart from those actions, we commit to penalizing every discriminatory, offensive or inappropriate behavior. To do this properly, we ask you to report any discriminatory action against yourself or your colleagues to HR. Our company will not retaliate against you if you file a complaint or discrimination lawsuit. Any employee who retaliates or discriminates will face disciplinary action.

Recruitment and selection process

Our hiring steps might vary across roles, but we always aim for a recruitment and selection process that is fair and effective in hiring great people. If you are hiring for an open role, you will likely go through these steps:

1. Identify the need for a new job opening.
2. Decide whether to hire externally or internally.
3. Review job descriptions and write a job ad.
4. Get approval for your job ad.
5. Select appropriate sources (external or internal) to post your job opening.
6. Decide on hiring stages and possible timeframes.
7. Review resumes in our company database/ATS.
8. Source passive candidates.
9. Shortlist applicants.
10. Screen and interview candidates.
11. Run background checks and check references.
12. Select the most suitable candidate.
13. Make an official offer.

Steps may overlap, so skip steps when appropriate. Each member of a hiring team might have different responsibilities (e.g. recruiters source and hiring managers interview candidates.) Throughout this process, we aim to keep candidates informed, communicate well with each other and give everyone an equal opportunity to work with us. Ask our recruiters for help whenever you need to enhance candidate experience or write an inclusive job description.

Background checks

Our employee background check policy refers to our guidelines for investigating our job candidates' backgrounds as part of our hiring process. Background checks help us:

- Get insight into candidates' background.
- Ensure we hire reliable employees.
- Verify candidates' information for truthfulness and accuracy.
- Screen candidates convicted of serious criminal behavior.

Scope

This employee background check policy applies to candidates who go through our company's hiring process. It may also apply to internal candidates who are being considered for a promotion or transfer.

Policy elements

Background checks may include:

- Criminal records.
- Credit reports.
- Drug testing.
- Verification reports (e.g. identity, previous employment, education, SSN)
- Driving records.

- Reference checks.

All candidates aren't required to pass every type of background check we offer before our company hires them. Each position has its own requirements. For example, driving records may be relevant to field reliable salespeople and drivers, but not to hire office managers. The basic background screening includes verification reports and reference checks.

Local laws may prohibit or restrict certain types of background checks. We'll comply with legal guidelines at all times.

Criminal record checks are essential if candidates are interviewing for positions where they will:

- Represent our company and deal with our clients or stakeholders.
- Have access to sensitive and confidential information.
- Handle money and finances.

When should you conduct an employee background check?

In most cases, background checks cost time and money. We advise hiring managers and HR staff to conduct checks sparingly: preferably, on the final round of shortlisted candidates in the hiring process or a candidate they've chosen to hire. Local laws may require a candidate to have an offer in hand before we ask permission for a background check. We'll comply with all laws.

Background screening shouldn't be used as a way to disqualify someone or reduce the number of applicants for a position. Background checks are meant to reinforce a hiring decision and ensure candidates who have been selected for a job are suitable.

Our company's responsibilities

Hiring managers and HR staff must:

- Inform candidates that a background check is required in the position's job advertisement.
- Ask candidates to provide written permission before conducting a background check and let them know how long the process will take.
- Hire a reputable and reliable background check provider. Criteria to consider when choosing a provider are: cost, legality, commitment to confidentiality and turnaround time. If our current provider doesn't meet our requirements for these criteria, HR should search for a new provider.
- Inform candidates of the results of their background checks and what we plan to do (reject or move candidates to the next hiring phase.) Background check providers should give candidates copies of their results.
- Conduct a background check on all candidates who pass through the interview phase for a specific position without discriminating against certain individuals.

- Give candidates information they need to dispute a report or address any issues a background check turns up.

Hiring managers/HR must tell candidates a clean background check doesn't guarantee employment, unless they've already received a verbal job offer.

What to make of negative findings

Criminal records don't automatically disqualify candidates from the hiring process, unless they are convicted of serious criminal acts (e.g. sexual assault.) We will judge the substance of criminal records according to these criteria:

- Number of criminal convictions for the same offense.
- Time elapsed from the most recent criminal conviction.
- How the criminal conviction relates to the position.

Note that HR/hiring managers will consider convictions, not arrests, when reviewing a candidate's background check.

HR and hiring managers should keep the company's interests in mind when rating the seriousness of any issues background checks uncover. For example, candidates who are considered for a position that involves driving a company vehicle should have at least a two-year clean driving record. HR and hiring managers should reject candidates convicted of driving while intoxicated within the last two years.

Generally, if hiring managers and HR decide a particular candidate would bring high or unreasonable risk to our company, they should reject the candidate.

HR and hiring managers can call candidates to discuss the results of their background checks in cases of minor discrepancies (e.g. a suspended license.) If candidates answer satisfactorily, they may still be hired to work with our company.

Procedure

We aim for a transparent hiring process that respects candidates' rights. We advise hiring managers and HR staff to follow this procedure for background screening:

1. Hiring managers and HR discuss whether a background check is needed for a position and what the check will include.
2. Hiring managers note in the job ad that a background check is required before employment.
3. When the final candidates (one or more finalists) are selected, hiring managers or HR contact the candidates to get written permission for background checks and explain the process. This can be done through an Applicant Tracking System (ATS.)

4. If candidates refuse to go through background screening, HR informs them that they won't be considered for the position. If candidates provide written permission, background-check providers can initiate the review.
5. Once HR receives background check results, staff discusses them with hiring managers to decide next steps for the candidates and the position.
6. Hiring managers inform candidates of their decisions and ensure they get copies of their individual background check reports. If there are negative findings, HR/hiring managers must let candidates know how to dispute the report.

Our confidentiality and data protection policies always apply to information background checks uncover.

Attendance

We expect you to be present during your scheduled working hours. If you face an emergency that prevents you from coming to work one day, contact your manager as soon as possible. We will excuse unreported absences in cases of serious accidents, and acute medical emergencies. But, whenever possible, we should know when you won't be coming in.

Workplace Policies

Safety, health and confidentiality

This section describes workplace policies that apply to everyone at our company: employees, contractors, volunteers, vendors and stakeholders alike. These policies help us build a productive, lawful and pleasant workplace.

Confidentiality and data protection

We want to ensure that private information about clients, employees, partners and our company is well-protected. Examples of confidential information are:

- Employee records
- Unpublished financial information
- Data of customers/partners/vendors
- Customer lists (existing and prospective)
- Unpublished goals, forecasts and initiatives marked as confidential

As part of our hiring process, we may ask you to sign non-compete and non-disclosure agreements (NDAs.) We are also committed to:

- Restrict and monitor access to sensitive data.
- Develop transparent data collection procedures.

- Train employees in online privacy and security measures.
- Build secure networks to protect online data from cyberattacks.
- Establish data protection practices (e.g. secure locks, data encryption, frequent backups, access authorization.)

We also expect you to act responsibly when handling confidential information.

You must:

- Lock or secure confidential information at all times.
- Shred confidential documents when they're no longer needed.
- Make sure you view confidential information on secure devices only.
- Only disclose information to other employees when it's necessary and authorized.
- Keep confidential documents inside our company's premises unless it's absolutely necessary to move them.

You must not:

- Use confidential information for your personal benefit or profit.
- Disclose confidential information to anyone outside of our company.
- Replicate confidential documents and files and store them on insecure devices.

This policy is important for our company's legality and reputation. We will terminate any employee who breaches our confidentiality guidelines for personal profit.

We may also discipline any unintentional breach of this policy depending on its frequency and seriousness. We will terminate employees who repeatedly disregard this policy, even when they do so unintentionally. *935 CMR 500.105(1)*

Confidential information will be stored both online and in a locked cabinet. Only HR, the CEO and Operations Manager will have access to this information

Harassment and violence

To build a happy and productive workplace, we need everyone to treat others well and help them feel safe. Each of us should do our part to prevent harassment and workplace violence.

Workplace harassment

Harassment is a broad term and may include seemingly harmless actions, like gossip. We can't create an exhaustive list, but here are some instances that we consider harassment:

- Sabotaging someone's work on purpose.
- Engaging in frequent or unwanted advances of any nature.
- Commenting derogatorily on a person's ethnic heritage or religious beliefs.
- Starting or spreading rumors about a person's personal life.
- Ridiculing someone in front of others or singling them out to perform tasks unrelated to their job (e.g. bringing coffee) against their will.

Sexual harassment is illegal and we will seriously investigate relevant reports. If an employee is found guilty of sexual harassment, they will be terminated.

If you're being harassed, whether by a colleague, customer or vendor, you can choose to talk to any of these people:

- **Offenders.** If you suspect that an offender doesn't realize they are guilty of harassment, you could talk to them directly in an effort to resolve the harassment. This tactic is appropriate for cases of minor harassment (e.g. inappropriate jokes between colleagues.) Avoid using this approach with customers or stakeholders.
- **Your manager.** If customers, stakeholders or team members are involved in your claim, you may reach out to your manager. Your manager will assess your situation and may contact HR if appropriate.
- **HR.** Feel free to reach out to HR in any case of harassment no matter how minor it may seem. For your safety, contact HR as soon as possible in cases of serious harassment (e.g. sexual advances) or if your manager is involved in your claim. Anything you disclose will remain confidential.

Workplace violence

Violence in our workplace is a serious form of harassment. It includes physical and sexual assault, destruction of property, threats to harm a person or property and verbal and psychological abuse. We want to avoid those incidents altogether, but we also want to be ready to respond if needed.

For this reason, we ask you to:

- Report to HR if you suspect or know that someone is being violent. Your report will be confidential and we will investigate the situation with discretion.
- Call our building's security if you witness incidents of severe physical violence (e.g. ones that involve a lethal weapon.) For your safety, avoid getting involved.

We will treat employees who verbally threaten others as high risk and they will receive an appropriate penalty. If HR finds that an employee commits an act of violence, we will terminate that employee and possibly press criminal charges. Employees who damage property deliberately will be solely responsible for paying for it.

Supporting victims

To support victims of workplace violence, we may:

- Cover relevant medical bills.
- Pay for mental health treatment if needed.
- Provide victims with our lawyer's services to help them file lawsuits.

Get help early on

Seek help from others early on to mitigate conflicts. For example:

- If you experience conflicts with a colleague, ask your manager for advice before tensions escalate. If these conflicts persist, ask HR whether you could attend conflict resolution seminars with your colleague.
- If you are experiencing personal or work troubles, ask for help from a mental health professional. Check with your insurance provider to determine whether they cover any mental health services or ask HR for information on our Employee Assistance Program (EAP). Your discussions will remain confidential.

Our workplace is founded on mutual respect and we won't allow anyone to compromise this foundation.

Workplace safety and health

Our company is committed to creating a hazard-free workplace. To this end, we will ensure workplace safety through preventative action and emergency management.

Preventative action

Preventative actions are any actions we take to avoid injuries or illnesses related to the workplace. We will periodically conduct risk assessments and job hazard analyses through a workplace safety committee to uncover health risks to employees. And we will establish preventative measures to address risks accordingly.

At a minimum, we will:

- Hold employee training sessions on safety standards and procedures.
- Make sure employees who work in dangerous locations are safe.
- Provide protective gear like gloves, protective uniforms and goggles.
- Direct inspectors and quality control employees to evaluate equipment and infrastructure regularly.

We also expect you to take safety seriously. Always use protective equipment and follow standards whenever necessary. If you deliberately disregard our guidelines, we may terminate you for your own and others' safety.

Whistleblower Policy

If an employee believes or has knowledge that a Good Feels employee is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying record, stealing cash, or any other activity which jeopardizes Good Feels' assets or employees, they should immediately report the incident to Management, who will then file a report with the CEO. Illegal activities by others with whom Good Feels has a relationship (including but not limited to vendors, independent contractors, customer, etc.) should also be reported.

The Human Resources Director will lead the investigation, with assistance from the CEO, Director of Operations, Director of Security and the employee's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an employee engaged in illegal or prohibited activity, Good Feels will take appropriate disciplinary measures against the offending employee(s). Disciplinary measures include but are not limited to warnings, suspensions, and termination. It may be necessary in the course of the investigation, to contact the appropriate law enforcement agency as warranted. Employees who report violations and/or cooperate with an investigation will not be subject to retaliation. The Human Resources Director and/or the CEO will inform the employee who made the complaint of the results of the investigation upon its completion.

It is imperative that all employees recognize and acknowledge that compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions and/or concerns about this policy with the Human Resources Director.

Emergency management

Emergency management refers to our plan to deal with sudden catastrophes like fire, floods, earthquakes or explosions. Our emergency management provisions include:

- Functional smoke alarms and sprinklers that are regularly inspected.
- Technicians (external or internal) available to repair leakages, damages and blackouts quickly.
- Fire suppression and other fire protection equipment that are easily accessible.
- An evacuation plan posted on each floor and online.
- Fire escapes and safety exits that are clearly indicated.

Smoking *935 CMR 500.105(1)*

Good Feels Inc is a smoke-free workplace. You can smoke in designated smoking areas. Any other area in our workplace (like restrooms, lobby, offices, staircases, warehouses) is strictly smoke-free to protect non-smokers.

We also advise you to:

- Extinguish your cigarettes and discard them in outdoor ashtrays, cigarette urns.
- Avoid smoking when you have scheduled meetings with clients or vendors.
- Avoid smoking near flammable objects and areas.

Setting off fire alarms and causing fires by smoking are serious offenses. If you are found responsible, you may face disciplinary action up to and including termination.

Drug-free workplace 935 CMR 500.105(1)

Good Feels Inc is a drug-free workplace. Whether you are an employee, contractor or visitor, you must not bring, use, give away or sell any drugs on company premises. If you are caught with illegal drugs, or show that you are under the influence of substances, you will face disciplinary action up to and including termination.

A list of prohibited drugs and substances includes, but isn't limited to:

- Heroin
- Cocaine
- Methamphetamine in any form

Marijuana 935 CMR 500.105(1)

We prohibit employees from consuming recreational marijuana or marijuana infused products during working hours, but they may consume outside of the workplace during non-working hours.

You must not use medical marijuana in our workplace. We have the right to terminate you if your off-duty use of medical marijuana makes you unable to complete your job duties correctly.

Alcohol 935 CMR 500.105(1)

We prohibit employees from consuming alcohol during working hours, but they may consume alcoholic drinks in moderation at company events.

Prescription drugs

If you feel that a prescription drug (e.g. an anxiety medication) unexpectedly affects your senses, thinking or movement, ask for the rest of your day off. If your manager suspects substance abuse, you may face disciplinary action.

We expect employees who hold safety-sensitive jobs (e.g. machine operators or drivers) to be fully alert and capable of performing their duties at all times. We may terminate you if we conclude your prescription drug use creates severe safety risks. If you need to use prescription drugs for a limited time and you think they may impair your abilities, use your PTO or sick leave. If your job includes secondary tasks that are safety-sensitive and your prescribed drugs affect your ability to perform these tasks, we can make reasonable accommodations to ensure you and your colleagues' safety.

Dealing with addiction

Being sober is a prerequisite to thriving at our company and we want to help you as much as possible. We offer Employee Assistance Programs (EAP) that can help employees overcome addictions. If you face a relevant problem, please reach out to HR.

We won't tolerate substance addiction that results in violent, offensive or inappropriate behavior.

Employee Code of Conduct

As an employee, you are responsible to behave appropriately at work. We outline our expectations here. We can't cover every single case of conduct, but we trust you to always use your best judgement. Reach out to your manager or HR if you face any issues or have any questions.

Dress code

Our company's official dress code is Casual. This includes attire appropriate for production staff, such as full length pants and closed toe shoes/boots. However, an employee's position may also inform how they should dress. If you frequently meet with clients or prospects, please conform to a more formal dress code. We expect you to be clean when coming to work and avoid wearing clothes that are unprofessional (e.g. workout clothes.)

As long as you conform with our guidelines above, we don't have specific expectations about what types of clothes or accessories you should wear.

We also respect and permit grooming styles, clothing and accessories that are dictated by religious beliefs, ethnicity or disability.

Cyber security and digital devices

This section deals with all things digital at work. We want to set some guidelines for using computers, phones, our internet connection and social media to ensure security and protect our assets.

Internet usage

Our corporate internet connection is primarily for business. But, you can occasionally use our connection for personal purposes as long as they don't interfere with your job responsibilities.

Also, we expect you to temporarily halt personal activities that slow down our internet connection (e.g. uploading photos) if you're asked to.

You must not use our internet connection to:

- Download or upload obscene, offensive or illegal material.
- Send confidential information to unauthorized recipients.
- Invade another person's privacy and gain access to sensitive information.
- Download or upload pirated movies, music, material or software.
- Visit potentially dangerous websites that can compromise our network and computers' safety.
- Perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

Personal Electronic Devices (PEDs)

We allow use of PEDs, such as mobile phones, at work. But, only in non-production areas. We also want to ensure that your devices won't distract you from your work or disrupt our workplace. We ask you to follow a few simple rules:

- Use your cell phone in a manner that benefits your work (business calls, productivity apps, calendars.)
- Keep personal calls brief and use an empty meeting room or common area so as not to disturb your colleagues.
- Avoid playing games on your phone or texting excessively.
- Don't use your phone for any reason while driving a company vehicle.
- Don't use your phone to record confidential information.
- Don't download or upload inappropriate, illegal or obscene material using our corporate internet connection.

Also, you must not use your phone in areas where cell phone use is explicitly prohibited (e.g. any food production area.)

Corporate email

Email is essential for some employees. You can request a corporate email, but it will be given only if it's necessary for your work. You should use your company email primarily for work, but we allow some uses of your company email for personal reasons.

- Work-related use. You can use your corporate email for work-related purposes without limitations. For example, you can sign up for newsletters and online services that will help you in your job or professional growth.
- Personal use. You can use your email for personal reasons as long as you keep it safe, and avoid spamming and disclosing confidential information. For example, you can send emails to friends and family and download ebooks, guides and other safe content for your personal use.

Our general expectations

No matter how you use your corporate email, we expect you to avoid:

- Signing up for illegal, unreliable, disreputable or suspect websites and services.
- Sending unauthorized marketing content or emails.
- Registering for a competitor's services, unless authorized.
- Sending insulting or discriminatory messages and content.
- Spamming other people's emails, including your coworkers.

In general, use strong passwords and be vigilant in catching emails that carry malware or phishing attempts. If you are not sure that an email you received is safe, ask our HR.

Social media

We want to provide practical advice to prevent careless use of social media in our workplace. We address two types of social media uses: using personal social media at work and representing our company through social media.

Using personal social media at work

You are permitted to access your personal accounts at work. But, we expect you to act responsibly, according to our policies and ensure that you stay productive. Specifically, we ask you to:

- Discipline yourself. Avoid getting sidetracked by your social platforms.
- Ensure others know that your personal account or statements don't represent our company. For example, use a disclaimer such as "opinions are my own."
- Avoid sharing intellectual property (e.g trademarks) or confidential information. Ask your manager or PR first before you share company news that's not officially announced.
- Avoid any defamatory, offensive or derogatory content. You may violate our company's anti-harassment policy if you direct such content towards colleagues, clients or partners.
- Representing our company through social media
- If you handle our social media accounts or speak on our company's behalf, we expect you to protect our company's image and reputation. Specifically, you should:
 - Be respectful, polite and patient.
 - Avoid speaking on matters outside your field of expertise when possible.
 - Follow our confidentiality and data protection policies and observe laws governing copyrights, trademarks, plagiarism and fair use.
 - Coordinate with our Marketing department when you're about to share any major-impact content.
 - Avoid deleting or ignoring comments for no reason.
 - Correct or remove any misleading or false content as quickly as possible.

Conflict of interest

When you are experiencing a conflict of interest, your personal goals are no longer aligned with your responsibilities towards us. For example, owning stocks of one of our competitors is a conflict of interest.

In other cases, you may be faced with an ethical issue. For example, accepting a bribe may benefit you financially, but it is illegal and against our business code of ethics. If we become aware of such behaviour, you will lose your job and may face legal trouble.

For this reason, conflicts of interest are a serious issue for all of us. We expect you to be vigilant to spot circumstances that create conflicts of interest, either to yourself or for your direct reports. Follow our policies and always act in our company's best interests. Whenever possible, do not let personal or financial interests get in the way of your job. If you are experiencing an ethical dilemma, talk to your manager or HR and we will try to help you resolve it.

Employee relationships

We want to ensure that relationships between employees are appropriate and harmonious. We outline our guidelines and we ask you to always behave professionally.

Fraternization

Fraternization refers to dating or being friends with your colleagues. In this policy, "dating" equals consensual romantic relationships and sexual relations. Non-consensual relationships constitute sexual violence and we prohibit them explicitly.

Dating colleagues

If you start dating a colleague, we expect you to maintain professionalism and keep personal discussions outside of our workplace.

You are also obliged to respect your colleagues who date each other. We won't tolerate sexual jokes, malicious gossip and improper comments. If you witness this kind of behavior, please report it to HR.

Dating managers

To avoid accusations of favoritism, abuse of authority and sexual harassment, supervisors must not date their direct reports. This restriction extends to every manager above an employee.

Also, if you act as a hiring manager, you aren't allowed to hire your partner to your team. You can refer them for employment to other teams or departments where you don't have any managerial or hiring authority.

Friendships at work

Employees who work together may naturally form friendships either in or outside of the workplace. We encourage this relationship between peers, as it can help you communicate and collaborate. But, we expect you to focus on your work and keep personal disputes outside of our workplace.

Employment of relatives

Everyone in our company should be hired, recognized or promoted because of their skills, character and work ethic. We would not like to see phenomena of nepotism, favoritism or conflicts of interest, so we will place some restrictions on hiring employees' relatives. To our company, a "relative" is someone who is related by blood or marriage within the third degree to an employee. This includes: parents, grandparents, in-laws, spouses or domestic partners, children, grandchildren, siblings, uncles, aunts, nieces, nephews, step-parents, step-children and adopted children.

As an employee, you can refer your relatives to work with our company. Here are our only restrictions:

- You must not be involved in a supervisory/reporting relationship with a relative.
- You cannot be transferred, promoted or hired inside a reporting relationship with a relative.
- You cannot be part of a hiring committee, when your relative is interviewed for that position.

If you become related to a manager or direct report after you both become employed by our company, we may have to transfer one of you.

Workplace visitors

If you want to invite a visitor to our offices, please ask for permission from our HR first. Also, inform our front-office of your visitor's arrival. Visitors should sign in and show identification according to Massachusetts Cannabis Control Commission regulation 935 CMR 500.510 (4)(e). They will receive badges and will be asked to return them to front-office once their visit is complete.

When you have office visitors, you also have responsibilities. You should:

- Always tend to your visitors. Visitors must always be accompanied.

- Keep your visitors away from areas where there are dangerous machines, chemicals, confidential records or sensitive equipment.
- Prevent your visitors from proselytizing your colleagues, gathering donations or requesting participation in activities while on our premises.

Anyone who delivers orders, mail or packages for employees should remain at our building's reception or gate. If you are expecting a delivery, front office employees will notify you so you may collect it.

Solicitation and distribution

Solicitation is any form of requesting money, support or participation for products, groups, organizations or causes which are unrelated to our company (e.g. religious proselytism, asking for petition signatures.) Distribution means disseminating literature or material for commercial or political purposes.

We don't allow solicitation and distribution by non-employees in our workplace. As an employee, you may solicit from your colleagues only when you want to:

- Ask colleagues to help organize events for another employee (e.g. adoption/birth of a child, promotion, retiring.)
- Seek support for a cause, charity or fundraising event sponsored, funded, organized or authorized by our company.
- Invite colleagues to employee activities for an authorized non-business purpose (e.g. recreation, volunteering.)
- Ask colleagues to participate in employment-related activities or groups protected by law (e.g. trade unions.)

In all cases, we ask that you do not disturb or distract colleagues from their work.

Employee Compensation and Development

In this section, we outline our guidelines for compensating employees according to their employment status. We also describe our performance management and employee development policies.

Compensation status

There are two types of employees under FLSA guidelines:

Non-exempt employees, who are covered by the FLSA's minimum wage and overtime provisions.

Exempt employees, who aren't covered by the FLSA because they meet three exemption criteria: (a) they are paid at least \$23,600 per year (\$455 per week), (b) they are paid on a

salary basis, and (c) they perform exempt job duties ("executive," "professional" and "administrative.") Most employees must meet all three criteria to be exempt. If you are unsure as to whether you should be exempt or not, please ask HR to clarify your status.

The FLSA excludes some types of jobs (e.g. railroad workers, truck drivers) because they are covered by other federal laws. Some other workers, like outside salespeople, are excluded by definition. Feel free to ask HR for clarifications any time.

Overtime

Occasionally, we may need you to work more than your regular working hours. We will pay for overtime work according to local and national laws.

If you are an exempt employee, you are not entitled to overtime pay by federal law. In the event that an exempt employee must work overtime, we will set a cap for overtime hours at 10 hours per week to prevent overworking and burnout.

If you are a non-exempt employee, you are entitled to overtime pay of one and a half times your wage. Please record your overtime hours accurately, so we can calculate your pay correctly. We also ask you to work overtime only after it's authorized by your supervisor to make our record-keeping easier. Overtime hours do not qualify towards PTO.

Payroll

We pay your salary or wage every two weeks by bank transfer. If you are an hourly employee, you should be diligent using timesheet software so we can accurately calculate your pay.

Performance management

We have built our performance management practices to:

- Ensure you understand your job responsibilities and have specific goals to meet.
- Provide you with actionable and timely feedback on your work.
- Invest in development opportunities that help you grow professionally.
- Recognize and reward your work in financial or non-financial ways (e.g. employee awards.)

To meet these objectives, we have:

Established quarterly performance reviews. During these reviews, your manager will fill out your performance evaluation report and arrange a meeting with you to discuss it. Through these discussions, managers aim to recognize employees who are good at their jobs, identify areas of improvement and talk about career moves. Pay increases or bonuses are not guaranteed. But,

we encourage managers to recommend rewards for their team members when they deserve them. There won't be any forced ranking or other comparison between employees, as our goal is to help all employees improve and develop their careers.

Instructed all managers to meet with their team members once per week to provide feedback and talk about their work and motivations. This way, you can receive feedback in a timely manner and avoid surprises during your quarterly performance review.

How we expect managers to lead employees

If you manage a team, you are responsible for your team members' performance. To conduct effective regular meetings and performance evaluations, we expect you to:

- Set clear objectives. Your team members should know what you expect of them. When you first hire someone to your team, ensure they understand their job duties. Set specific goals for each team member (and team-wide if applicable.) Revisit those goals during quarterly performance reviews.
- Provide useful feedback. During scheduled meetings with your team members, give them both guidance and praise, as appropriate. Be fair and specific to help them understand and implement your feedback.
- Keep your team members involved. There should be two-way communication between you and your team. Make your expectations clear, but always take your team members' motivations and aspirations into account. Discuss training and development opportunities that may interest your team members.
- Keep logs with important incidents about each one of your team members. These logs help you evaluate your team, but may also prove useful when rewarding, promoting or terminating your team members.

Employee training and development

We owe our success to our employees. To show our gratitude, we will invest in our employees professional development. We want employees to feel confident about improving their efficiency and productivity. We also want to help our employees achieve personal growth and success.

Each employee has \$500 annually to spend on educational activities or material. Subscriptions and books are included in this budget, unless they are necessary for you to complete your everyday duties. Send your expenses to HR by email.

Apart from online courses, we offer these training opportunities:

- Formal training sessions (individual or corporate.)
- Employee coaching and mentoring.
- Seats at industry conferences.
- On-the-job training.
- Job shadowing.
- Job rotation.

Development is a collective process. Team members and managers should regularly discuss learning needs and opportunities. And it's HR's responsibility to facilitate any development activities and processes.

Employee Benefits and Perks

In this section, we describe what we offer to our employees. We provide information on our health insurance plans and benefits like work from home options and company-issued equipment.

Employee health

Employee health is important to us. We don't discriminate against people with disabilities or health conditions, but we want to do everything possible to help employees stay healthy. At a minimum, we provide group health insurance to all eligible employees. For more information about our insurance package, contact HR.

We have also established non-smoking and substance abuse policies to protect employee health. We aim to create a workplace with minimal noise and good lighting and offer free healthy snacks, and a self-directed wellness program.

Wellness program reimbursement examples include:

- Gym (in-person or virtual) memberships
- Yoga/Meditation memberships
- Personal training

You may claim up to \$100 per month in wellness activities. To claim a reimbursement for the wellness program you will be required to submit a receipt and proof of usage documentation.

Workers' compensation

We strive to keep our workplace safe, but accidents may happen occasionally. Employees who are injured at work (by accident or disease) can receive wage replacement, medical care and rehabilitation benefits according to workers' compensation laws, when appropriate. Please inform us of your injury as soon as possible. Ask HR for forms that you need to file a claim or contact your state agency for workers' compensation.

Our company has a workers' compensation policy according to guidelines of the states (or countries) we operate in. Our workers compensation policy is part of our corporate insurance

coverage. Please refer to that document for coverage details, which includes details on wage replacement benefits, medical treatment, vocational rehabilitation, and other benefits. If you have a workers compensation claim please submit it to our HR department.

Work from home

If your job doesn't require you to be on-site, you can occasionally work from home (WFH). We offer unlimited WFH days, however if you intend to take off more than two consecutive WFH days, communicate this to your manager.

Please inform your manager that you want to work from home at least 24 hours in advance. You can also set a recurring WFH day per week. If there's a rare emergency, you may work from home without having received prior approval, but notify your manager as soon as reasonably possible.

When you are working from home, please use an internet connection and devices that are fast and secure. Choose a place without loud noises or distractions. And, check in with your team frequently to make collaboration easier.

If there is inclement weather (e.g. a blizzard) please check your email to see if the office is officially closed. If you judge that your commute during inclement weather is dangerous, let us know. We will not force you to come to work if your safety is at stake or if there is an official travel warning.

Remote workers

Remote work refers to working from a non-office location on a temporary or permanent basis. If you're an office-based employee, you may work remotely for a maximum of two consecutive weeks per year. You may arrange this if you are a new parent or suffer from a short-term disability. If you have another reason, talk to your manager. Submit your remote working requests at least one week in advance.

If you work remotely permanently, we ask that you adhere to our security, confidentiality and equal opportunity policies just like your office-based colleagues.

Employee expenses

There are some expenses that we will pay directly on your behalf (e.g. hotel rooms for work-related travel.) But, we ask you to keep track and report on those reimbursable expenses that you pay yourself. We reimburse employee expenses that are related to:

- Business travel

- Relocation
- Education and training
- Upon approval, outings with business partners or colleagues

Not all travel expenses are reimbursable. For example, we will pay for your transportation to an airport for work-related travel, but not to a museum for a personal visit. Before traveling for business, contact HR to clarify which expenses are reimbursable within your particular trip. Please keep receipts for all reimbursable expenses. You can submit them to your manager within 30 days after the date of each expense. If your manager approves your expenses, you will receive your reimbursement within two pay periods through payroll or check.

Company vehicle

You may drive a company vehicle if you:

- Need it as an indispensable part of your job (e.g. truck drivers and delivery drivers.)
- Receive it as a benefit attached to your job.

Either way, your vehicle belongs to our company. You may use your company vehicle for personal reasons as our company vehicle policy permits. You will get reimbursed only for approved, business-related expenses.

To get a company vehicle, you should have a valid driver's license and a clean driving record for at least two years. Drive safe and sober and respect traffic laws and fellow motorists. You should also check your car regularly to ensure gas, tire pressure and all car fluids are at appropriate levels.

We expect you to avoid:

- Smoking in a company car.
- Leasing, selling or lending a company car.
- Using a company car to teach someone how to drive.
- Leaving your company car unlocked, unattended or parked in dangerous areas.
- Allowing unauthorized people to drive a company car, unless an emergency mandates it.

On our part, we will ensure that our cars are safe and in good condition, as well as appropriately insured.

Accidents

If you are involved in an accident with a company car, contact our HR department immediately, so we can get in touch with our insurance provider. You shouldn't accept responsibility or guarantee payment to another person without authorization.

Follow this policy's guidelines to avoid disciplinary action. For minor offenses, like allowing unauthorized people to drive a company car, we will reprimand you or reclaim your car. But for more serious offenses, like causing an accident while intoxicated, we may terminate you.

Parking

We will prioritize parking space assignments for employees with disabilities, executives and employees who drive company vehicles. We will then allocate our remaining parking spaces on a first-come, first-served basis. Interns and trainees may also receive parking spaces. If you want to receive a parking spot, file your request with our HR department.

We expect you to keep our parking lot clean and use only your assigned space. Please behave responsibly to avoid causing damage, injury or loss of property.

We will not assume any liability for theft, vandalism, fire or damage regarding an employee's vehicle in our parking lot.

Company-issued equipment

As an employee, you may receive a company cell phone, laptop or other device, or furniture. Unless otherwise mentioned in your contract, any equipment we offer belongs to our company and you may not sell it or give it away. You are also responsible for keeping our equipment safe and in as good condition as possible. If your equipment breaks or malfunctions, let us know so we can arrange to get it repaired.

If you are part of our corporate cell phone plan, please use your phone within our plan's restraints. You may have to pay any extra charges yourself.

Theft and damage of company equipment

Our equipment is insured for theft and damage. We ask you to inform us within 24 hours if your equipment is stolen or damaged. We might be able to trace stolen laptops and cell phones. Please also file a theft statement (affidavit) with the police and submit a copy to us.

Security of company issued devices

We advise you to keep your company-issued computer, tablet and cell phone secure. You can do this if you:

- Keep all devices password-protected.
- Ensure you do not leave your devices unattended.

- Install security updates for browsers and other systems as soon as updates are available.
- Log into company accounts and systems through secure and private networks only.
- Follow all instructions for disk encryption, anti-malware protection and password management that you received along with your equipment.

Working Hours, PTO and Vacation

In this section, we explain our provisions for your working hours and time off. We include several types of leave and holidays.

Working hours

Our company operates between 7 am to 8 pm, Sunday – Saturday. You may have a specific time you are to begin work. Please ask your manager for further instruction.

Some departments may work after hours, too (e.g. customer support, shipping.) If you work in these departments, you will follow a shift schedule as needed.

Paid time off (PTO)

Employees receive 12 days of Paid Time Off (PTO) per year. You PTO accrual begins the day you join our company and you receive 1 day per month. You can take your PTO at any time after your first 60 days with us. You will earn one additional day per year after your first year with our company, with a cap at 25 days overall.

If you want to use PTO, send a request to your manager. If your manager or HR approves, you are permitted to take your leave. You do not have to specify a reason for requesting PTO.

You are able to transfer a maximum of up to 5 combined remaining PTO/SICK time to the next year. However, we do encourage you to use your time off throughout the year.

If you leave our company, we may compensate accrued PTO with your final paycheck according to local law. When the law doesn't have provisions, we will compensate accrued leave to employees who were not terminated for cause.

Holidays

Our company observes the following holidays:

- New Year's Day
- President's Day

- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Week Between Christmas and New Years Day

If a holiday falls on a day when our company doesn't operate (e.g. Sunday), we will observe that holiday on the closest business day.

Our company offers a floating day, which you can take as a holiday any day you choose. If you want to observe a religious holiday that isn't included in our list, we may allow you to take unpaid time off for that day. Or, you may use your PTO. Christmas and Thanksgiving may not be used as Floating Holiday.

Holiday pay

Exempt employees are entitled to their normal compensation without any deductions.

Permanent non-exempt employees receive holiday pay as a benefit after they have worked with us for more than three months.

Working on a holiday

These holidays are considered "off-days" for most employees. If you need a team member to work on a holiday, inform them at least three days in advance.

If you are a non-exempt employee, you will receive your regular hourly rate with a premium for working on a holiday. If you are an exempt employee, we will grant you an additional day of PTO that you must take within 12 months after that holiday.

We won't count hours you worked on a holiday to decide whether you are entitled to overtime pay.

Sick leave

We offer 5 days of paid sick leave. In states or countries where employees are entitled to a greater number of sick leave days by law, we will follow that law. You can take sick leave to recover from short-term illness, injuries, mental issues and other indisposition. If you have the flu or other contagious disease, please use your sick days.

If you become sick, inform your manager and send a sick leave request. You may take a partial day off or work from home, but we advise you to rest and recuperate for a day before returning to work.

Use your PTO or arrange for a flexible work schedule if you want to attend routine health care (e.g. doctor's/dentist's appointments.)

Occasionally, we may ask you to submit a physician's note or other medical certification and/or complete a sick leave form. We will do this for insurance purposes if you are absent for more than three days of sick leave.

Bereavement leave

Losing a loved one is traumatizing. If this happens to you while you work with us, we want to support you and give you time to cope and mourn.

For this reason, we offer three days of paid bereavement leave. You may take your bereavement leave on consecutive days to:

- Arrange a funeral or memorial service.
- Attend a funeral or memorial service.
- Resolve matters of inheritance.
- Fulfill other family obligations.
- Mourn.

If you have to travel long-distance for a funeral or service, you can take two additional unpaid days off. If you require more time, please use your PTO.

Jury duty and voting

If you are called for jury duty and you are an exempt employee, you can take one day off without deduction from your salary. If local or national law stipulates more days of paid jury duty leave, we will follow the law.

On election day, you can take up to four hours to vote. If your trip lasts more than a day, please use your PTO.

Hourly employees may take one unpaid day off for jury duty and voting. If local or national law obliges us to provide hourly employees with paid jury duty leave, we will follow the law.

To keep good records, we ask you to bring us a copy of your summons for jury duty and a document that proves you served.

Parental leave

Caring for a newborn is an exciting time for parents. We want to support new mothers and fathers in their first months of parenthood with paternity and maternity leave. Afterwards, we will continue to support parents with flexible work options.

Paternity and maternity leave

Our company offers three months of paid maternity and paternity leave. If local or national law stipulates longer leave, we will follow the law.

If you are about to be a new mother or father (either through childbirth or adoption), talk to HR to arrange your leave. Please give us at least three months notice before your leave begins.

Depending on local or national law, pregnant women can take part of their leave before labor. If you suffer complications during childbirth or have other issues, you can ask for an unpaid leave extension of up to two months. Contact HR as soon as possible to arrange this.

Returning to work after parental leave

We are committed to helping new parents transition back to work after their leave ends. We offer:

- Remote working/ Flexible hours.
- Partial-paid day care.
- A private space to act as a lactation room.

Employee Resignation and Termination

In this section, we describe our procedures regarding resignation and termination of our employees. We also refer to our progressive discipline process that may sometimes result in termination.

We remind you that in the U.S. employment is “at-will.” This means that you or our company may terminate our employment relationship at any time and for any non-discriminatory reason.

Progressive discipline

Here we outline steps we will take to address employee misconduct. We want to give employees a chance to correct their behavior when possible and assist them in doing so. We also want to ensure that we thoroughly investigate and handle serious offenses.

Our progressive discipline process has six steps of increasing severity. These steps are:

- Verbal warning
- Informal meeting with supervisor
- Formal reprimand
- Formal disciplinary meeting
- Penalties
- Termination

Different offenses correspond to different steps in our disciplinary process. For example, minor, one-time offenses (e.g. breach of our dress code policy) will trigger Step 1. More severe violations (e.g. sexual harassment) will trigger step 5.

If you manage employees, inform them when you launch a progressive discipline process. Pointing out a performance issue is not necessarily a verbal warning and may be part of your regular feedback. If you judge that progressive discipline is appropriate, let your team member know and ask HR to help you explain our full procedure.

Managers may skip or repeat steps at their discretion. Our company may treat circumstances differently from that described in this policy. But, we are always obliged to act fairly and lawfully and document every stage of our progressive discipline process.

Keep in mind that our company isn't obliged to follow the steps of our progressive discipline process. As you are employed "at-will" in the U.S, we may terminate you directly without launching a progressive discipline process. For serious offenses (e.g. sexual harassment), we may terminate you without warning.

Resignation

You resign when you voluntarily inform HR or your manager that you will stop working for our company. We also consider you resigned if you don't come to work for three consecutive days without notice.

You are not obliged to give us advance notice before resigning. But, for efficiency's sake, and to make sure our workplace runs smoothly, we ask that you give at least two weeks notice, if possible. If you hold a highly specialized or executive position, we ask that you give us at least a month's notice, when possible.

We accept verbal resignations, but we prefer that you submit a written and signed notice of resignation for our HR records. We will reply with an acceptance of resignation letter within two days. HR will inform your manager that you are resigning if you haven't already done so.

Whether you want to announce your resignation to your team is up to you, but we encourage you to be open. An exit interview will be given on your last day of employment.

Tuition or relocation reimbursement

If you have relocated or studied at our company's expense, you are bound by your contract to remain with us for at least two years. If you resign before that period, you may have to reimburse us for part or all of these expenses.

Forced resignation

You can resign anytime at your own free will and nobody should force you into resignation. Forcing someone into resigning (directly or indirectly) is constructive dismissal and we won't tolerate it. Specifically, we prohibit employees from:

- Creating a hostile or unpleasant environment.
- Demanding or coaxing an employee to resign.
- Victimizing, harassing or retaliating against an employee.
- Forcing an employee to resign by taking unofficial adverse actions (e.g. demotions, increased workload).

Termination

Terminating an employee is always unpleasant but sometimes necessary. If that happens, we want to ensure we act lawfully and respectfully.

We may terminate an employee either for cause or without cause.

- For cause termination is justified when an employee breaches their contract, engages in illegal activities (e.g. embezzlement), disrupts our workplace (e.g. harasses colleagues), performs below acceptable standards or causes damage or financial loss to our company.
- Without cause termination refers to redundancies or layoffs that may be necessary if we cease some of our operations or re-assign job duties within teams. We will follow applicable laws regarding notice and payouts.

We will offer severance pay to eligible employees. We may also help employees who were terminated without cause to find work elsewhere, if possible.

We may also compensate accrued vacation and sick leave upon termination, depending on local law. Whenever local law doesn't have relevant stipulations, we will pay accrued leave only to those who weren't terminated for cause. We will also take into account union agreements and abide by agreed terms.

If you manage team members, avoid wrongful dismissal. When you terminate an employee for cause, we expect you to be certain you made the right choice and keep accurate performance and/or disciplinary records to support your decision.

References

When we terminate employees, we may provide references for those who leave in good standing. This means that employees shouldn't have been terminated for cause. If you are laid off, you may receive references. Please ask your manager.

If you resign, you may ask for references and your manager has a right to oblige or refuse.

Diversion of Goods

Employees found to be participating in the diversion of marijuana and marijuana products, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be **immediately terminated**.
935 CMR 500.105(1)

EMPLOYEE ACKNOWLEDGMENT FORM:

Employee Name: _____

Employee Signature: _____

Date: _____



Massachusetts Base Handbook

January 1, 2022

TABLE of CONTENTS

CORE POLICIES	4
1.0 WELCOME.....	4
1.1 About This Handbook.....	4
1.2 A Welcome Policy	5
1.3 At-Will Employment.....	5
2.0 INTRODUCTORY LANGUAGE AND POLICIES.....	5
2.1 Revisions to Handbook	5
2.2 Ethics Code.....	6
3.0 HIRING AND ORIENTATION POLICIES.....	6
3.1 Conflicts of Interest.....	6
3.2 Employment of Relatives and Friends.....	6
3.3 Job Descriptions.....	7
3.4 New Hires and Introductory Periods.....	7
3.5 Training Program.....	7
3.6 Employment Authorization Verification.....	7
4.0 WAGE AND HOUR POLICIES	7
4.1 Attendance	7
4.2 Business Expenses.....	8
4.3 Direct Deposit.....	8
4.4 Introduction to Wage and Hour Policies	9
4.5 Job Abandonment	9
4.6 Paycheck Deductions.....	9
4.7 Recording Time	9
4.8 Travel Expenses.....	10
4.9 Use of Employer Credit Cards.....	11
4.10 Workday/Workweek	12
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	12
5.1 Criminal Activity/Arrests	12
5.2 Schedule	12
5.3 Open Door/Conflict Resolution Process	12
5.4 Outside Employment.....	12
5.5 Pay Raises	13
5.6 Performance Improvement.....	13
5.7 Post-Employment References.....	13
5.8 Promotions	13
5.9 Standards of Conduct.....	13
5.10 Transfers	14
5.11 Resignation Policy.....	14
5.12 Exit Interview	15
5.13 Workforce Reductions (Layoffs)	15
6.0 GENERAL POLICIES	15
6.1 Authorization for Use of Personal Vehicle	15
6.2 Bulletin Boards	16
6.3 Computer Security and Copying of Software	16
6.4 Driving Record.....	16
6.5 Employer Sponsored Social Events	16
6.6 Employer-Provided Cell Phones/Mobile Devices	17
6.7 Nonsolicitation/Nondistribution Policy.....	17
6.8 Off-Duty Use of Employer Property or Premises	18
6.9 Personal Appearance.....	18
6.10 Personal Cell Phone/Mobile Device Use.....	18
6.11 Personal Data Changes	19
6.12 Security	19
6.13 Social Media.....	19
6.14 Third Party Disclosures	21
6.15 Use of Company Technology	21
6.16 Use of Employer Vehicles	22
6.17 Workplace Privacy and Right to Inspect.....	22
7.0 BENEFITS.....	22
7.1 Nonexempt Personnel.....	22
7.2 Exempt Personnel	22
7.3 Regular Full-Time Personnel.....	23
7.4 Regular Part-Time Personnel.....	23
7.5 Temporary Personnel.....	23
7.6 Benefits Overview	23
7.7 Holidays	23
7.8 Leave of Absence.....	24
7.9 Paid Time Off (PTO).....	24

7.10	Unemployment Compensation Insurance	25
7.11	Workers' Compensation Insurance	25
7.12	COBRA	26
7.13	Family and Medical Leave (FMLA)	26
7.14	Military Leave (USERRA)	30
8.0	SAFETY AND LOSS PREVENTION	30
8.1	Drug and Alcohol Policy	30
8.2	General Safety	31
8.3	Workplace Violence.....	31
9.0	TRADE SECRETS AND INVENTIONS	32
9.1	Inventions.....	32
9.2	Confidentiality and Nondisclosure of Trade Secrets.....	32
	MASSACHUSETTS POLICIES	33
	HIRING AND ORIENTATION POLICIES.....	33
	Disability Accommodation	33
	Diversity and Inclusion	34
	EEO Statement and Nonharassment Policy.....	34
	Pregnant Workers Fairness Act Notice	36
	Religious Accommodation.....	36
	Whistleblower Protection.....	36
	WAGE AND HOUR POLICIES	37
	Accommodations for Nursing Mothers	37
	Meal and Rest Periods	37
	Overtime.....	38
	Pay Period.....	38
	Reporting Time Pay.....	38
	Travel Time Pay	38
	Wage Disclosure Protection	39
	PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	39
	Disciplinary Process	39
	GENERAL POLICIES	40
	Access to Personnel and Medical Records Files	40
	BENEFITS.....	40
	Crime Victim and Witness Leave	40
	Domestic Violence Leave.....	40
	Emergency Services Leave.....	41
	Jury Duty Leave	41
	Paid Family and Medical Leave	41
	Paid Sick Leave (Accrual Method)	44
	Paid Sick Leave (Frontloading Method)	46
	Parental Leave	47
	Small Necessities Leave	47
	Veterans Day/Memorial Day Leave.....	48
	Voting Leave	48
	SAFETY AND LOSS PREVENTION	48
	Workplace Smoking	48
	CLOSING STATEMENT	49
	ACKNOWLEDGMENT OF RECEIPT AND REVIEW.....	50

Core Policies

1.0 Welcome

1.1 About This Handbook

This Employee Handbook includes policies that are specific to employees we (the "Company") employ.

We prepared this handbook to help employees find the answers to many questions that employees may have regarding their employment with the Company. Please take the necessary time to read it.

The Company has a formal relationship with AdaptiveHR to manage various aspects of our human resources and payroll activities. All day-to-day operations and all organizational decisions including but not limited to hiring, promotions, discipline, termination and compensation are the responsibility of the Company. AdaptiveHR is not a party to any agreement between you and the Company such as an employment agreement, bonus or commission plan or agreement, non-competition agreement, or any other agreement. Nothing in this Handbook impacts any existing written and signed agreement between you and the Company. Vacation, sick and paid time off, if any, are obligations of the Company under the plans and policies adopted by the Company whether included in this Handbook or specified elsewhere. AdaptiveHR may assist the Company in the administration of those paid time off plans and policies. However, any and all obligations under the paid time off plans and policies are the sole responsibility of the Company.

This handbook cannot answer all questions. Onsite managers/supervisors and AdaptiveHR personnel also serve as a major source of information. AdaptiveHR can be contacted toll free at 877-703-8010.

This handbook states only general Company guidelines. It is not a contract. Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

The Company may, at any time, in its sole discretion, adopt new policies, eliminate existing policies, and/or modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the Company's CEO. Nothing in this handbook is intended to nor should it be interpreted as interfering with your right to engage in concerted protected activity regarding your terms and conditions of employment. If you have any questions regarding what any provision in this handbook means, please ask your manager/supervisor or Human Resources.

If any applicable federal, state or local law differs from the policies described in this Employee Handbook, the Company will comply with the applicable law. Please consult with Human Resources if you have any questions concerning how your state or local workplace requirements may differ from information presented here.

This handbook supersedes all prior handbooks; however, the Company's policies regarding worksite matters, remain in effect and can be requested from your manager/supervisor.

1.2 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with the Company will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Company!

All the best,

Chief Executive Officer

1.3 At-Will Employment

Your employment with the Company is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the

right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

2.2 Ethics Code

The Company will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

The Company is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your manager/supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives and Friends

May differ based on worksite employer.

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at the Company. It is your obligation to inform a Human Resources of any such potential conflict so the Company can determine how best to respond to the particular situation.

If a relative relationship is established during employment between employees who are in a reporting relationship, the employees must notify a Human Resources. The Company may transfer one of the employees if a supervisory relationship exists between the employees and/or take other action in order to avoid an actual or potential conflict of interest, reduce favoritism or even the appearance of favoritism, and prevent issues of potential sexual harassment from arising out of managerial-subordinate relationships.

For the same reasons, the Company also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating or romantic relationship who occupy positions at any level (higher or lower) in the same line of authority. Employees involved in dating or romantic relationships who occupy positions where one of the employees has direct or indirect supervisory authority over the other, must notify a Human Resources.

For purposes of this policy, "relative" means spouse, domestic partner, mother, father, son, daughter, sisters, brothers, mother and father-in-law, sons and daughters-in-law, cousins, nieces, nephews, aunts, and uncles.

3.3 Job Descriptions

The Company attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your manager/supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your manager/supervisor.

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with the Company and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your manager/supervisor.

3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Company. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager/supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager/supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized

absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses

May differ based on worksite employer.

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at the Company.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to pay for and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your manager/supervisor.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.3 Direct Deposit

The Company encourages all employees to enroll in direct deposit. You are able to enroll in our payroll direct deposit program at the time you complete your new hire documents. If you are already enrolled but need to change your bank, credit union or account information, please log into the [AdaptiveHR Employee Portal](#), through the "Employee Login," located at the upper right section of the home page or contact your supervisor or AdaptiveHR, 877-703-8010. It generally takes up to two (2) pay periods for direct deposit to take effect.

If you have selected the direct deposit payroll service, you may access your itemized wage statement and print by going to [AdaptiveHR Employee Portal](#), , through the "Employee Login," located at the upper right

section of the home page.

Any employees that do not have a bank account may obtain a payroll debit card. For more information, please see Human Resources.

4.4 Introduction to Wage and Hour Policies

At the Company, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your manager/supervisor.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from the Company.

4.6 Paycheck Deductions

The Company is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, applicable state income taxes, applicable state unemployment taxes, applicable state disability insurance taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your manager/supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager/supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.7 Recording Time

The Company is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company time cards/time sheets/punch clock/timekeeping application/other. Exempt employees may also be required to track days or time worked. Speak with your manager/supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

Immediately before starting your shift.

- Immediately after finishing work, before your meal period.

- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- Other compensable time required by state law (i.e., time taken waiting to undergo and undergoing mandatory screenings).

If you are required to complete a time sheet / time card, they are to be turned in to your manager/supervisor at the end of each week.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your manager/supervisor or Human Resources of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.8 Travel Expenses

May differ based on worksite employer.

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Company.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Company business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your manager/supervisor has been received.

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the CEO.

Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain a valid driver's license, acceptable driving record, and insurance coverage as required by law. An applicant or employees will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employees will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employees or agrees to continue to insure the applicant or employees only for an increased premium.

Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The CEO must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

4.9 Use of Employer Credit Cards

May differ based on worksite employer.

All employees in the possession of a credit card issued by the Company will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your manager/supervisor.

Submit all sales receipts generated by use of the Company credit card monthly to your manager/supervisor. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's

responsibility. You must reimburse any such purchase to the Company within 15 days.

Immediately report lost or stolen Company cards to your manager/supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge

4.10 Workday/Workweek

Company's workweek runs from Monday to Sunday. The workday begins at 12:01 am and ends at midnight. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

The Company will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Schedule

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.3 Open Door/Conflict Resolution Process

The Company strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your manager/supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your manager/supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate manager/supervisor. If you have already brought this matter to the attention of your manager/supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your manager/supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

May differ based on worksite employer.

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.6 Performance Improvement

The Company will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your manager/supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Post-Employment References

The Company policy is to confirm dates of employment and job title only. The Company and AdaptiveHR utilize "The Work Number" for employment records and income verification both during and after employment with the Company. The Work Number can be accessed through their website, www.theworknumber.com or their telephone number, 800 367 5690 Monday – Friday 8:00 am to 8:00 pm (ET). Requestors should use the Company Code for AdaptiveHR which is 29152.

5.8 Promotions

May differ based on worksite employer.

To match you with the job for which you are best suited and to meet the business needs of the Company, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.9 Standards of Conduct

The Company wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.

- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
-

Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.

- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
-

Taking or destroying Company property.

- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
-

Solicitation of fellow employees on Company premises during working hours.

•

Failure to dress according to Company policy.

- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.10 Transfers

The Company may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.11 Resignation Policy

May differ based on worksite employer.

The Company hopes that your employment with the Company will be a mutually rewarding experience;

however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a manager/supervisor, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your manager/supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

5.12 Exit Interview

You may be asked to participate in an exit interview when you leave the Company. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.13 Workforce Reductions (Layoffs)

If necessary based upon business needs, the Company management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Bulletin Boards

The Company maintains an official bulletin board for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.3 Computer Security and Copying of Software

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Company.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.4 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at the Company must maintain a valid driver's license and acceptable driving record. An applicant or employees will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employees will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employee or agrees to continue to insure the applicant or employees only for an increased premium. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.5 Employer Sponsored Social Events

May differ based on worksite employer.

The Company holds periodic social events for employees. Be advised that your attendance at these events

is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by CEO prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.6 Employer-Provided Cell Phones/Mobile Devices

May differ based on worksite employer.

The Company may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

6.7 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Company has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager/supervisor.

6.8 Off-Duty Use of Employer Property or Premises

You may not use Company property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your manager/supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.9 Personal Appearance

May differ based on worksite employer.

Your personal appearance reflects on the reputation, integrity, and public image of the Company. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your manager/supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.10 Personal Cell Phone/Mobile Device Use

May differ based on worksite employer.

While the Company permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe

location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from Human Resources or the CEO. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. Any Company information will be required to be or will be removed from a device upon termination of employment. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.11 Personal Data Changes

It is your obligation to provide the Company with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.12 Security

All employees are responsible for helping to make the Company a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your manager/supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your manager/supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.13 Social Media

At the Company, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be

personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.14 Third Party Disclosures

From time to time, the Company may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to Human Resources. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Human Resources.

6.15 Use of Company Technology

This policy is intended to provide Company employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.16 Use of Employer Vehicles

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your manager/supervisor.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your manager/supervisor immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

6.17 Workplace Privacy and Right to Inspect

The Company property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager/supervisor for clarification.

7.2 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager/supervisor for clarification.

7.3 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 30 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at the Company are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.4 Regular Part-Time Personnel

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.5 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, usually involving fewer than 180 days. The Company reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.6 Benefits Overview

The Company offers several benefits to eligible employees. Most benefits will be described for you when you commence employment. Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The plan documents govern in the event of any conflict or inconsistency with the details listed in this handbook.

The Company reserves the maximum discretion permitted by law to administer, interpret, enhance, modify, discontinue or otherwise change any benefit plan, practice, or procedure. If you have any questions, please contact Human Resources.

7.7 Holidays

May differ based on worksite employer.

Full-time employees will be paid for the holidays that the Company designates each year. employees are eligible effective date of hire.

When holidays are celebrated on a regular workday, eligible full-time employees will receive one (1) day's pay at their regular straight-time rate. If a holiday falls on a day that is typically a non-working day, such as a Saturday or Sunday, the Company will designate an alternate day such as the preceding Friday or the following Monday as the paid holiday. If a holiday falls on your regular day off, ask your manager/supervisor how it affects you.

To qualify for a paid holiday, you must work your scheduled day before and scheduled day after the holiday unless the holiday falls during paid time off.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

You will be compensated for holidays in accordance with federal and state law.

7.8 Leave of Absence

General Information Regarding Leaves of Absence

In some circumstances, leave beyond what is provided by Family and Medical Leave Act (FMLA) may be provided. Employees who require leave but are not eligible for FMLA, require leave for a reason not covered by FMLA, or require leave for an extended period beyond what is provided for under the FMLA, should notify Human Resources as soon as the need for leave is foreseeable. In instances where the need for leave is not foreseeable, the employee should notify Human Resources as soon as feasible but in all cases before the start of the employee's shift.

The Company will consider each request for leave based upon the facts and circumstances presented. To the extent required by law, the Company provides reasonable accommodations (which may include unpaid time off) to otherwise qualified employees with disabilities and employees who need time off due to pregnancy, pregnancy-related medical conditions and child birth.

In addition, federal, state and local law sometimes provide employees with leave entitlements beyond those mentioned in this Handbook. The Company provides all leave required by federal, state or local law to eligible employees. The reasons employees may take leave depends on the law, but in some circumstances may include leave for victims of domestic or sexual violence or other crimes, family military needs, voting, and emergency responder duties. Employees wishing to apply for leave should work with Human Resources to discuss general leave requirements, the use of any paid time off, and any necessary documentation of the need for leave.

Employees are prohibited from working or engaging in any form of self-employment while on a leave of absence (of any sort) without first obtaining written permission from the Company.

Abuse of a leave of absence may result in discipline up to and including termination of employment.

7.9 Paid Time Off (PTO)

May differ based on worksite employer.

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will accumulate PTO each pay period worked and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, when permissible according to state and federal law. The amount of PTO earned will depend on your length of service with the Company.

PTO does not replace our holiday schedule. We will continue to have designated paid holidays each year.

Deposits Into Your Leave Account

The amount of PTO you accrue each year is based on your length of service and accrues according to the accrual schedule determined by the Company. PTO is accrued as you work. You will not accrue PTO time while you are taking time off for any reason.

Maximum Accrual

Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can accrue. Once you reach your cap, you will not accrue any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. However, you will not receive retroactive credit for time worked while you were at the cap limit. PTO accrual is capped at one and one half times your annual PTO accrual rate.

During a Leave of Absence

The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

Using Your PTO

The minimum amount of PTO you can use at one time is one hour.

Notice and Scheduling

You are required to provide your manager/supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your manager/supervisor to prepare for your time off and assure that all staffing needs are met. Requests for paid time off will be reviewed by management and may be denied based on operational and business needs. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your manager/supervisor of your circumstances as soon as possible.

Paid time off does not count as hours worked for purposes of calculating overtime.

7.10 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.11 Workers' Compensation Insurance

May differ based on worksite employer.

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the Company, no matter how slightly, you are to report the incident immediately to your manager/supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

Notify your manager/supervisor immediately of your claim of potential workers' compensation benefits. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

All employees must assist and cooperate with the Company and AdaptiveHR in its attempts to return the employee to work after sustaining any work-related injury or illness that requires the employee to miss work.

You should be aware that workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties. If the state allows a waiver, then your participation in such recreational activities constitutes your understanding of this policy and your voluntary waiver of workers' compensation coverage for any injuries you might sustain because of these events. Prior to participating in such recreational activities, employees should consult with their manager/supervisor or AdaptiveHR to see if a waiver is required and, if so, to secure the proper form. You can contact AdaptiveHR's Risk Department at 214-771-4411, [AdaptiveHR WC email](#), or your worksite manager, as applicable.

This is solely a monetary benefit and not a leave of absence entitlement. Leaves of absence are provided according to law and Company policy.

7.12 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Company employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

7.13 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Company provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care

because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.

- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply

to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Contact Human Resources to obtain a leave request form, which is required to be completed by the employee for all leaves of absence.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.14 Military Leave (USERRA)

The Company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager/supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

The Company is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

For purposes of this policy as it relates to the use or possession, other than "Work Required Possession," the term "Work Required Possession" means the possession for work purposes only, of Cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed Company facility engaged in the Cannabis industry.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job

performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager/supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety

It is the responsibility of all Company employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your manager/supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.3 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of the Company, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.

- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your manager/supervisor or Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

9.0 Trade Secrets and Inventions

9.1 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the Company, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and CEO.

9.2 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager/supervisor or Human Resources.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

Massachusetts Policies

Hiring and Orientation Policies

Disability Accommodation

The Company complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your manager/supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

Diversity and Inclusion

The Company is committed to fostering, cultivating, and persevering a culture of diversity and inclusion. We follow the Cannabis Control Commission (CCC) requirements and all applicable federal and state laws.

Our employees are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture but our reputation and Company's achievement as well. We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

The Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager/supervisor or any other designated member of management.

Policy Against Workplace Harassment

The Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or

- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your manager, Human Resources, or AdaptiveHR Employee Complaint Hotline at 833-513-0891, use reference code 5150. If any of these individuals are the person toward whom the complaint is directed, the employee should contact any higher-level manager.

Supervisors and managers who observe conduct or learn of any employee's concern about conduct in violation of this policy are required to report the observation or complaint to a senior member of management or Human Resources.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

EEOC Boston Office Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122 Website: <https://publicportal.eeoc.gov/portal/https://publicportal.eeoc.gov/portal/>

MCAD Address: 1 Ashburton Place, Suite 601, Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196 Alternative Languages: 617-994-6196 Email: mcad@mass.gov Fax: 617-994-6024

Pregnant Workers Fairness Act Notice

Applies to employers with 6 or more employees.

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

Religious Accommodation

The Company is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your manager/supervisor or Human Resources.

Whistleblower Protection

The Company maintains its commitment to integrity and ethical behavior. Additionally, the Company is committed to maintaining a workplace where employees are free to raise good faith concerns regarding its business practices. It is the responsibility of every employee to immediately report suspected violations of the Company policies and procedures, or federal, state, or local law.

In accordance with Whistleblower Protection regulations, the Company will not tolerate harassment, retaliation, or any type of discrimination against any employee who:

- Makes a good faith complaint regarding suspected company or employee violations of the law;
- Makes a good faith complaint regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, or participates in a proceeding in relation to alleged violations of the law.

Examples of violations include, but are not limited to:

- Theft or other misappropriation of assets;
- Billing for services not performed;
- Misstatements and other irregularities in the records of the Company, including the intentional misstatement of the results of operations;
- Forgery, falsification, or other wrongful alteration of documents; or
- Fraud and other acts that are in violation of federal, state, or local laws.

If a Company employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to, and including termination.

Adverse employment actions, such as demotion or termination, and discrimination, threats, and harassment, as a result of an employee's decision to provide good faith information regarding violations of the law, will not be tolerated.

Anyone violating this policy may be subject to discipline, up to and including termination of employment.

Wage and Hour Policies

Accommodations for Nursing Mothers

The Company will provide nursing mothers reasonable unpaid break time to express milk for their nursing child(ren).

If you are nursing, the Company will provide you a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your manager/supervisor.

Meal and Rest Periods

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager/supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager/supervisor know; in addition, notify your manager/supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your manager/supervisor.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

May differ based on worksite employer.

At the Company, the standard pay period may be weekly, biweekly, semimonthly, etc. for all employees. Check with your manager/supervisor for pay dates. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager/supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your manager/supervisor immediately.

Reporting Time Pay

The Company provides reporting time pay to nonexempt employees in accordance with applicable law. If you are scheduled to work three or more hours, you will be paid for at least three hours of work each day you report to work on time but are given no work or less than three hours of work. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

Speak with your manager/supervisor for more information regarding reporting time pay.

Travel Time Pay

Some nonexempt positions within the Company require travel. The Company pays nonexempt employees for travel time as follows:

Home to Work Travel

Ordinary travel between home and work is not compensable working time. However, if you regularly work at a fixed location and are required, for the convenience of the Company, to report to a location other than your regular work site, you will be compensated for all travel time in excess of your ordinary travel time between home and work with allowance for associated transportation expenses.

Travel That Is All in a Day's Work

If you are required or directed to travel from one place to another after the beginning of or before the close of the work day, you will be compensated for all travel time and will be reimbursed for all transportation expenses.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

Wage Disclosure Protection

In accordance with Massachusetts law, the Company will not:

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other employees.
- Discharge or in any other manner retaliate against you because you:
 - Opposed any act or practice that conflicts with this policy;
 - Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
 - Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
 - Disclosed your wages or inquired about or discussed the wages of other employees.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it without prior written consent from the individual whose information is sought or requested, unless the compensation information is a public record.

This policy does not create an obligation for the Company to disclose wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resources.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager/supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Access to Personnel and Medical Records Files

The Company maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

Benefits

Crime Victim and Witness Leave

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your manager/supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Domestic Violence Leave

Applies to employers with 50 or more employees. May differ based on Worksite Employer.

The Company provides up to 15 days of paid/unpaid leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not

limited to sick time, vacation days, and personal time. You must provide advance notice of your need for leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify your manager/supervisor within three business days that the time off was related to domestic violence. Should you be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on your behalf.

The Company may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic violence leave. All information related to the leave will be kept in the strictest confidence.

Emergency Services Leave

If you are a volunteer member of a fire or ambulance department, the Company will not terminate your employment or take any other disciplinary action against you if you failed to report to work at the start of your regular working hours due to your response to an emergency. **Volunteer member** means a volunteer, call, reserve, or permanent-intermittent firefighter or emergency medical technician, but does not include any person who received compensation for over 975 hours of services rendered in such capacity over the preceding six-month period.

Time missed from work due to responding to an emergency will be unpaid.

The Company may require you to provide a statement signed by the fire or ambulance department chief certifying the date and time you responded to and returned from such emergency.

Jury Duty Leave

The Company encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager/supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use PTO/vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family and Medical Leave

The Company provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

Reasons for Leave

Beginning January 1, 2021, PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member who is a covered service member (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Beginning July 1, 2021, PMFL may be taken to care for a family member with a serious health condition (Medical Leave).

Family member means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor child; or your grandchild, grandparent, or sibling.

Covered service member means:

-

A member of the armed forces, including a member of the National Guard or Reserves, who is:

- Undergoing medical treatment, recuperation, or therapy;
- Otherwise in outpatient status; or
- Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**

-

A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:

- A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
- A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Leave Usage

Beginning January 1, 2021, eligible employees may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year:
 - For the birth, adoption, or foster care placement of a child; or
 - Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.

- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

Beginning July 1, 2021, eligible employees may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's, serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website ([https://www.mass.gov/guides/what-is-paid-family-and-medical-leave - -how-can-i-apply-for-paid-leave-massachusetts-benefits?https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits?](https://www.mass.gov/guides/what-is-paid-family-and-medical-leave--how-can-i-apply-for-paid-leave-massachusetts-benefits?https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits?)) or may be obtained from the Human Resources. You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

Substitution of Accrued Paid Leave

Employees or covered individuals who are approved for paid leave benefits may choose to use accrued paid time off rather than receive a paid benefit under the PFML regulations. Employees or covered individuals may not be compensated with PFML benefits for any period of time for which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML.

Retaliation

The Company will not retaliate against employees who request or take PFML in accordance with this policy.

Paid Sick Leave (Accrual Method)

May differ based on worksite employer.

The Massachusetts Earned Sick Time Act requires:

- ***SMALL employers (10 or few employees) provide eligible employees with up to 40 hours of UNPAID sick leave per year.***
- ***LARGE employers (11 or more employees) provide eligible employees with up to 40 hours of PAID sick leave per year.***

The Company provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

Eligibility

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend your own or a family member's medical appointments.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

Family member means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked per leave year, up to a maximum of 40 hours. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is the calendar year. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following leave year.

Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Leave (Frontloading Method)

May differ based on worksite employer.

The Massachusetts Earned Sick Time Act requires:

- ***SMALL employers (10 or few employees) provide eligible employees with up to 40 hours of UNPAID sick leave per year.***
- ***LARGE employers (11 or more employees) provide eligible employees with up to 40 hours of PAID sick leave per year.***

The Company provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

Eligibility

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend medical appointments for yourself or your family member.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

Family member means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

Amount of Leave and Usage

Eligible employees will be provided 40 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is the calendar year. If you started employment after the beginning of the leave year, you will be provided a corresponding amount of paid sick leave as required by law.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may not carry over any unused sick leave to the following leave year.

Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Parental Leave

Applies to employers with 6 or more employees.

The Company provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Small Necessities Leave

Pursuant to the Massachusetts Small Necessities Leave Act, the Company will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.

- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for Company for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible. You may also be required to submit certification verifying the reason for the leave. You may elect to use PTO/vacation in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Veterans Day/Memorial Day Leave

The Company will provide employees who are veterans, as defined by applicable law, with unpaid leave to participate in a Memorial Day exercise, parade, or service in the community where they reside. The Company will also provide employees who are veterans with unpaid leave to observe Veterans Day.

Veteran employees whose services are essential and critical to the public health or safety and determined to be essential to the safety and security of the Company or Company property are not eligible for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager/supervisor, consistent with applicable legal requirements.

Safety and Loss Prevention

Workplace Smoking 935 CMR 500.105(1)

The Company is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Company Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the CEO of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by the Company.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Signature

Date

Print Name

Good Feels

JOB DESCRIPTIONS

Operations & Compliance Manager

Monitoring, plan and implement changes in the regulations in the licensed cannabis market
Maintaining SOPs
Work across the organization interacting with all levels of staff
Create new policies that will help scale the company
Forecasting and managing the supply chain
Managing the operations of the facility
Creating novel product ideas

Director of Finance and Administration

The Director of Finance is responsible for the financial management of the practice's operations. The Director demonstrates sound financial management skills and provides leadership and coordination in the financial, cash flow planning, accounting, and budgeting efforts across all departments of the company and works directly with CEO.
The Director of Finance also works closely with the Operations and Compliance Manager to implement all regulations. Also working on all HR Management and onboarding for employees.

Director of Marketing

Create, Implement and Manage the Good Feels marketing strategy
Design a social media push that aligns with the initial product launch
Hire freelancer and consultants to work on various parts of the marketing strategy
Theorize, Test and Understand the behaviors of the cannabis consumer
Work with the Sales team to maximize customer engagement
Planning and Budgeting the marketing strategy
Understanding the current products and help give insights into future products
Plan and Execute one-off marketing initiatives, such as Conferences

Production Manager

Own, optimize and execute on existing seltzer making and bottling equipment
Maintaining SOPs related to the entire seltzer making and bottling process
Design, plan and build future seltzer making and bottling systems
Hire and manage a team of beverage making production staff
Developing new beverage infusions

Managing the production staff as it relates to the beverage making process
Creating novel product ideas beyond beverages

Production Team Member

Learn and operate filling and bottling equipment per standard operating procedures
Troubleshoot equipment as needed
Start-up and shutdown of equipment
Assist with accurate measurement of ingredients
Packaging and organizing finished product
Maintain a safe, clean, and sanitized workspace
Assisting other departments or performing other tasks as needed

935 CMR 500.105(9), 935 CMR 500.105(1)



Diversity Plan

Good Feels, Inc will promote a diverse and inclusive workforce. Our policies outline that no one is to be discriminated against due to gender, ethnicity, disability, sexual identification or orientation. We've submitted documentation to the Supplier Diversity Office to confirm our ownership is 100% Minority Business Enterprise.

Measurement

We acknowledge that the progress or success of this plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

Advertising, Branding, Marketing and Sponsorship

We acknowledge that this plan will adhere to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments, as required by 935 CMR 500.105(4)

No violations of regulations and state laws

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

Goals

- To be achieved by end of CY 2023 or within 1 year of commence operations whichever comes sooner

Goal 1 -- Hiring for a diverse workforce

- Diverse workforce made up of 75%:
 - 20% women
 - 20% minorities
 - 10% veterans

- 10% people with disabilities
- 15% people within the LGBTQIA+ community

Program: We will advertise once a quarter for open positions online and in the local newspaper, the Worcester Telegram & Gazette, stating that the establishment is specifically looking for women, minorities, veterans, people with disabilities and people of all gender identities and sexual orientations to work for the establishment.

Metrics: In order for Good Feels, Inc. to promote equity for the above-listed groups in its operations, Good Feels has established the following goals:

1. Increase the number of individuals falling into the above-listed demographics in management and executive positions in the establishment and providing tools to ensure their success.
2. Ensure that 50% of our employee base will fall into the above-listed demographics

Current Metrics:

- Current workforce made up of:
 - 30% women;
 - 10% minorities and;
 - 10% LGBTQIA+
 - 0% People with Disabilities
 - 0% Veterans

During 2022, Good Feels, Inc. managed to meet this goal and had employed a Veteran for most of the 2022 year, however this person has since exited the company. Good Feels will continue to follow the guidelines of this goal to achieve it's goal in 2023.

Goal 2 -- Inclusion Program

- Maintain measurements made up of:
 - 85% Job Satisfaction
 - Zero reports of non-inclusive behaviors

Program: Quarterly, after commence operations, we will survey our employees with questions around job satisfaction, safety and inclusiveness.

Metrics: Success of the program will be determined by maintaining a minimum of 85% job satisfaction and zero reports of non-inclusive behaviors.

Current Metrics:

- As we are still a growing company, we are still implementing new policies and procedures for the continued happiness of our employees. This goal is currently still under development.

Goal 3 -- Supplier Diversity

- A minimum of 25% of our supplies, after commence operations, shall come from companies that are majority owned businesses by:
 - 5% Women
 - 5% Minorities
 - 5% Veterans
 - 5% Persons with disabilities
 - 5% Companies owned & operated by persons who identify as LGBTQIA+

Program: As we look for suppliers of our materials, equipment, services or otherwise, we aim to retain them from diverse businesses as defined by the goal. For example: If we purchase cannabis oil on the licensed wholesale market, we would first aim to source our cannabis oil from companies which are considered diverse as defined by the goal.

Metrics: Success of the program will be determined by the count of the number of companies which we've purchased supplies from.

Current Metrics:

- Cannabis Distillate purchases:
 - 50% from WMBE (Trulieve)