



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281379
Original Issued Date: 08/01/2022
Issued Date: 08/01/2022
Expiration Date: 08/01/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: LabX Group LLC

Phone Number: 201-923-1428
Email Address: labxgroup@gmail.com

Business Address 1: 393 E Main Street
Business City: Southbridge Business State: MA Business Zip Code: 01550
Business Address 2:
Mailing Address 1: 25 Foxborough St
Mailing City: New Bedford Mailing State: MA Mailing Zip Code: 02746
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 27 Percentage Of Control: 100
Role: Owner / Partner Other Role:

First Name: Ricardo	Last Name: Correia	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Some Other Race or Ethnicity		
Specify Race or Ethnicity: Cape Verdean		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 27	Percentage Of Control: 100	
Role: Owner / Partner	Other Role:	
First Name: Tyrone	Last Name: Gomes	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 11	Percentage Of Control: 100	
Role: Owner / Partner	Other Role:	
First Name: Keith	Last Name: Boyd	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 5	Percentage Of Control: 100	
Role: Owner / Partner	Other Role:	
First Name: Jessica	Last Name: Landress	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), American Indian or Alaska Native		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Zachary	Last Name: Labonte	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Zachary Labonte is the landowner of the property LabX intends to be located at. Zachary will be assisting with finding the construction company and the buildout.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Date generated: 09/01/2022

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Tyrone **Owner Last Name:** Gomes **Owner Suffix:**

Entity Legal Name: Tyrone Gomes / Albert Einstones Ilc **Entity DBA:** Albert Einstones Ilc

Entity Description: Adult Use and Medical Cultivator, Distributer, Manufacturer

Entity Phone: 213-590-5920 **Entity Email:** ty@alberteinstones.com **Entity Website:**

Entity Address 1: 2353 E Olympic Blvd **Entity Address 2:**

Entity City: Los Angeles **Entity State:** CA **Entity Zip Code:** 90021 **Entity Country:** United States

Entity Mailing Address 1: 10995 Bluffside Drive **Entity Mailing Address 2:**

Entity Mailing City: Studio City **Entity Mailing State:** CA **Entity Mailing Zip Code:** 91604 **Entity Mailing Country:** United States

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS**Establishment Address 1:** 393 East Main Street**Establishment Address 2:****Establishment City:** Southbridge **Establishment Zip Code:** 01550**Approximate square footage of the Establishment:** 2280 **How many abutters does this property have?:** 14**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	Attachment B (1).pdf	pdf	6178316e6155aa37c4250e25	10/26/2021
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	6197e6692c8fa137b9c7d317	11/19/2021
Community Outreach Meeting Documentation	COM_LabX_Attestation_Form[1]_encrypted_.pdf	pdf	6197e6a599d47637982c11bd	11/19/2021
Plan to Remain Compliant with Local Zoning	LabX - Plan to Remain Compliant With Local Zoning.pdf	pdf	6197e802084df83201bff772	11/19/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6197e910e3155f31cafd2ca9	11/19/2021
Certification of Host Community Agreement	HCA Certification - Signed (1).pdf	pdf	6197ead66155aa37c425aae2	11/19/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	LabX_Positive Impact Plan_12_20.pdf	pdf	61c240300183444639b5e03b	12/21/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Ricardo Last Name: Correia Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Tyrone Last Name: Gomes Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:

First Name: Keith Last Name: Boyd Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Jessica Last Name: Landress Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Close Associate

First Name: Zachary Last Name: Labonte 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
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts.pdf	pdf	619e67bbe86b1607f6d335d4	11/24/2021
Bylaws	LabX Department of Unemployment Assistance Attestation - signed.pdf	pdf	619e680723c63c07ca34e907	11/24/2021
Department of Revenue - Certificate of Good standing	Commonwealth of Massachusetts.pdf	pdf	619e744c7d38230806456a23	11/24/2021
Bylaws	LabX- Operating Agreement.pdf	pdf	61b27d9abf093f460253c52f	12/09/2021

Articles of Organization	Formation - LabX Group LLC - MA Filing (1).pdf	pdf	61b27ee5d3dd284475be0c3d	12/09/2021
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No documents uploaded

Massachusetts Business Identification Number: 001486885

Doing-Business-As Name: LabX

DBA Registration City: New Bedford

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	LabX Business Plan V4 (1).pdf	pdf	6197ff26084df83201bff924	11/19/2021
Proposed Timeline	LabX Licensing Timeline.pdf	pdf	619e8f4622b0da0845c41af6	11/24/2021
Plan for Liability Insurance	LABX UPDATED LETTER OF INTENT 121621.pdf	pdf	61bcb69c90ca3b46232e0157	12/17/2021

LABORATORY CERTIFICATION

Certifying Body: ISO 17025 Accreditation Certificate Number:

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	618d76ca7f037d37d69bccd4	11/11/2021
Record Keeping procedures	Recordkeeping and Cash Handling Procedures.pdf	pdf	618d76d986cf8531b41a625a	11/11/2021
Restricting Access to age 21 and older	Plan For Restricting Access to Age 21 and Older.pdf	pdf	618d76e986cf8531b41a625e	11/11/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	618d76fad8c16731dcbe22f7	11/11/2021
Energy Compliance Plan	Energy Compliance.pdf	pdf	618d770a44662a31f2892d0e	11/11/2021
Inventory procedures	Inventory Procedures.pdf	pdf	619800ece3155f31cafd2e5b	11/19/2021
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	619801462c8fa137b9c7d483	11/19/2021
Storage of marijuana	Storage and Waste Disposal.pdf	pdf	6198016851c4da37cbfbd1a9	11/19/2021
Quality control and testing	Quality Control and Testing (1).pdf	pdf	619bc960d5b18b31d599b40d	11/22/2021
Qualifications and training	Qualifications and Intended Training.pdf	pdf	619bca7e6155aa37c425b3d3	11/22/2021
Personnel policies including background checks	LabX Personnel Policies Including Emergency Procedures .pdf	pdf	619bcb6e5ca77d31bb6b933a	11/22/2021
Security plan	LABX SECURITY PLAN NARRATIVE 12-2021.1.pdf	pdf	61c23ffb90ca3b46232e13f2	12/21/2021
Diversity plan	LabX Diversity Plan with Cert Letter (4).pdf	pdf	61c24013151a044618ec5ee9	12/21/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 6:00 PM

September 9, 2021

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING.
FOR MARIJUANA ESTABLISHMENT PURSUANT TO 935 CMR 500.000

Dear Neighbor,

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 30, 2021 at 6:30 p.m. EST via Zoom. The proposed Independent Marijuana Testing Laboratory is anticipated to be located at 393 E Main St., Southbridge, MA 01550.

Questions and requests for the hearing impairment accommodation may be emailed to labxgroup@gmail.com by 1:00 p.m. on September 30, 2021. Written comments received prior to the meeting are encouraged and will be addressed during the remote meeting.

The presentation will be posted on www.labx.express at least 24 hours prior to the meeting. Questions from the community are encouraged and may be submitted prior to the meeting by email to the address above, during the presentation via chat function, at the end of the presentation during a dedicated interactive question and answer session, as well as follow up questions by email to the address above. Closed captioning available.

The following topics will be covered during the presentation: location, local regulations and zoning considerations, the types of Marijuana Establishment, facility security plan, plan to prevent diversion to minors, information to demonstrate that Marijuana Establishment we will not present a nuisances, Positive Impact Plan, and information about the Host Community Agreement requirements.

Join the meeting with this Zoom ID: 865 7418 2362

Or

<https://us02web.zoom.us/j/86574182362>

Sincerely,

Ricardo H. Correia

Ricardo H. Correia
CEO of LabX Group, LLC (LabX)

LabX

RECEIVED
TOWN CLERK'S OFFICE
2021 SEP 14 AM 11:38
TOWN OF SOUTHBRIDGE
MASSACHUSETTS

**Certificate Of Mailing**To pay fee, affix stamps or
meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From: LabXpress Group LLC
25 Foxborough St
New Bedford, MA 02746

To:



PS Form 3817, April 2007 PSN 7530-02-000-9065

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25 Foxborough St
New Bedford, MA 02746

To:



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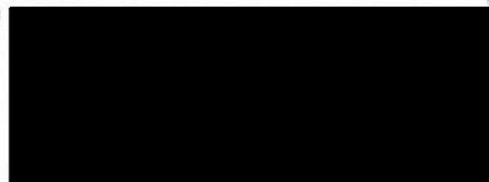
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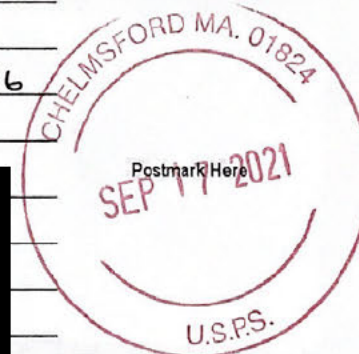
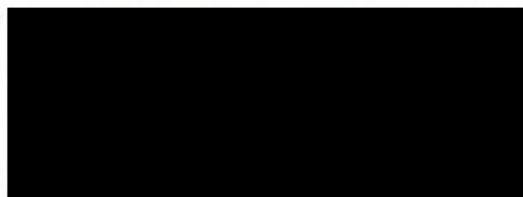
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From: LabXpress Group LLC
25 Foxborough St
New Bedford, MA 02746

To:



PS Form 3817, April 2007 PSN 7530-02-000-9065

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- 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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





Analytical Testing Laboratory
393 E Main St, Southbridge , MA

✉ labxgroup@gmail.com 🌐 labx.express

Plan to Remain Compliant with Local Zoning

LabX Group (LabX) will remain compliant at all times with the local zoning requirements set forth in the Town of Southbridge's Zoning Ordinance. In accordance with the Zoning Ordinance, LabX's proposed Independent Marijuana Testing Laboratory is located at 393 E. Main St, Southbridge, Massachusetts.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, LabX's proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

LabX will apply for other local permits, approvals, registrations or certificates, if any, that are required to site and operate a Marijuana Establishment at the proposed location and will comply with all conditions and standards set forth in any such local permit or approval.

LabX has engaged municipal officials and the local community to discuss its plans for a proposed Marijuana Establishment, and LabX has executed the required Host Community Agreement with the town and has conducted a community outreach meeting. LabX will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, operation, and security.

Stonebridge Press Inc
25 Elm St
Southbridge, MA 01550
508-764-4325
9/13/2021 3:38:11 PM

Reference
Number: 415701338
Total: \$382.80
Transaction
Type: Sale
Transaction
Status: Pending Settlement
Card Type: MasterCard
Card Number: xxxxxxxxxxxx7583
Entry Method: Keyed
Approval Code: 04227J
Approval
Message: APPROVED 04227J
AVS Result: Zip Match Only
Customer
Name: TYRONE S GOMES
Invoice: 134963

X_____

Please sign here to agree to
payment.

2003 and recorded in Worcester County Registry of Deeds Book 31100 at Page 81 of the mortgage the undersigned is sent holder, for breach of the terms of said mortgage and for the purpose of foreclosing the same will be at Public Auction at 11:00 A.M. on October 1, 2021 at 28 Maple Street, Sturbridge, Massachusetts, all regular the premises described in mortgage,

and with the buildings thereon as 28 Maple Street, Sturbridge, Worcester County, Massachusetts, and described as follows:
Beginning at the northwesterly corner of, at an iron pin in the ground on the easterly line of Maple Street at Alice G. Haskell, former of Ed Chamberlain et ux distant 100 2° 32' W. from the southwesterly corner of land of Oliver F. Jamieson

E S. 46° 32' E. by said Haskell 175 feet to an iron pin in the

E S. 43° 28' W. by said Haskell 125 feet to an iron pin in the at land of Raymond A. Haskell

E N. 46° 32' W. by land of said and A. Haskell et ux 175 feet to an in the ground on the easterly Maple Street;

E N. 43° 28' E. by the easterly of Maple Street, 125 feet to the beginning.

see Book 26772, Page 92.
the same premises conveyed to the grantor herein by deed dated August 2003, recorded with the Registry of Deeds in Book 31100, Page 80.
to be sold and conveyed to and with the benefit of easements, rights of way, restrictions, covenants, liens or claims, assessments, any and all unpaid taxes, tax liens, water and sewer and any other existing liens or liens or record which are

approximately 2425 feet east of the centerline of the intersection of Devils Lane.

Persons with an interest in this public hearing are asked to appear at the
Brimfield Town Hall, 21 Main Street,
Brimfield, MA on the date and time affixed to this notice.

Board of Selectmen
Town of Brimfield
September 16, 2021
September 23, 2021

**NOTICE OF
A VIRTUAL COMMUNITY
OUTREACH MEETING
REGARDING A
MARIJUANA ESTABLISHMENT**

LabX Group, LLC (LabX) hereby provides public notice that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 28th at 6:30 p.m. EST.

Link to the Zoom meeting: <https://us02web.zoom.us/j/86574182362>

Zoom Meeting ID: 865 7418 2362

The proposed Independent Marijuana Testing Laboratory is anticipated to be located at 393 E Main St, Southbridge, MA 01550. Community members and members of the public are encouraged to attend to ask questions and receive answers from representatives of LabX. Questions may also be submitted in advance to labxgroup@gmail.com.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web- Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

September 16, 2021
September 23, 2021

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Probate
and Family Court
225 Main Street
Worcester, MA 01608**

file an appearance at: Worcester Probate and Family Court
10:00 a.m. on the return date 10/06/2021. This is NOT a date, but a deadline by which you must file a written appearance object to this proceeding.

WITNESS, Hon. Leilah A. First Justice of this Court.

Date: September 07, 2021
Stephanie K. Register of
September 23, 2021

**Town of Sturbridge
Board of Selectmen
Public Hearing**

The Town of Sturbridge Board of Selectmen in accordance with M.G.L. Ch. 148, Section 13, hereby give notice that a public hearing will be held on **Monday, October 4, 2021 at 6:30 a.m.** for the application of Sail Energy for an amended license for gas with flammable materials located at 59 Technology Park Road, Sturbridge, MA 01566. The public hearing will take place at the Town Hall, 21 Main Street, Sturbridge, MA 01566. September 23, 2021

**Town of Holland
Public Hearing**

In accordance with the Massachusetts Protection Act, Chapter 131A, § 40, a public hearing will be held by the Conservation Commission on the filing of a Notice of Intent filed by C. Engineering on behalf of C. Sons Construction for the proposed construction of a single family residence at Lot 7 Old Turnpike Road (also known as Old County Road & Parcel 24-A-5.07), Holland. The hearing will be held on September 28, 2021 at 7:00 a.m. at the Holland Town Hall, 27 Main Road.

George R. Holland
Comm
September 23, 2021

using the link
web.zoom.us/j/
=VjIMZGhUGRnY
Zz09

attendance of members
be permitted, but
e made to ensure
adequately access
in real time, via
eans. In the event
able to do so, for
nomic hardship and
orts, we will post on
s website an audio
ng, transcript, or other
record of proceedings
sible after the meeting.
Notice of Intent may be
ronically by visiting this
://www.townofcharlton.
vation-Commission

ey
Conservation

2021

th of Massachusetts
Trial Court
ster Probate
amily Court
Main Street
ter, MA 01608
No. 06D2638
E SUMMONS
BPLICATION
morro, Plaintiff
vs.
morro, Defendant
ro the Defendant:
s been presented to

Website: <https://www.townofcharlton.net/262/Conservation-Commission>

Thomas O'Malley
Chair, Charlton Conservation
Commission
September 16, 2021

**NOTICE OF
A VIRTUAL COMMUNITY
OUTREACH MEETING
REGARDING A
MARIJUANA ESTABLISHMENT**

LabX Group, LLC (LabX) hereby pro-
vides public notice that a virtual Com-
munity Outreach Meeting for a pro-
posed Marijuana Establishment is
scheduled for September 28th at 6:30
p.m. EST.

Link to the Zoom meeting: [https://
us02web.zoom.us/j/86574182362](https://us02web.zoom.us/j/86574182362)

Zoom Meeting ID: 865 7418 2362

The proposed Independent Marijuana
Testing Laboratory is anticipated to be
located at 393 E Main St, Southbridge,
MA 01550. Community members and
members of the public are encouraged
to attend to ask questions and receive
answers from representatives of LabX.
Questions may also be submitted in
advance to labxgroup@gmail.com.

This Virtual Community Outreach
Meeting will be held in accordance with
the Massachusetts Cannabis Control
Commission's Administrative Order Al-
lowing Virtual Web- Based Community
Outreach Meetings and the applicable
requirements set forth in M.G.L. ch.
94G and 935 CMR 500.000 et seq.

September 16, 2021

September 23, 2021

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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:

LabX Group, LLC

2. Name of applicant's authorized representative:

Ricardo Correia

3. Signature of applicant's authorized representative:

Ricardo H. Correia

4. Name of municipality:

Southbridge

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

Michael F. McCall



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

Michael J. McCall

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).*):

mmccall@southbridgema.org

8. Host community agreement execution date:

10/18/21





Analytical Testing Laboratory
393 E Main St, Southbridge, MA

✉ labxgroup@gmail.com 🌐 labx.express

Positive Impact Plan

INTRODUCTION

LabX Group LLC ("LabX") is an Independent Testing Laboratory located in Southbridge, Massachusetts. Southbridge is an Area of Disproportionate Impact as designated by the State of Massachusetts, and the Cannabis Control Commission. As a result, this plan was created in order to identify areas where LabX can positively impact additional Massachusetts Residents who have, or have parents, or spouses who have past drug convictions or who have otherwise been affected by the War on Drugs. LabX will document and monitor the programs to continuously assess their impacts and success of the programs bi-annually as well as upon the renewal of licensure from the Cannabis Control Commission. After the first year, LabX will continue reaching and exceeding these goals as well as continue to positively impact the community.

GOALS

LabX's goals are as follows:

1. To recruit and hire **thirty percent (30%)** of its workforce, in a legal and non-discriminatory manner, from Southbridge residents, additional disproportionately impacted communities, and victims of the War on Drugs.
2. LabX will help up to **10** Social Equity and Economic Empowerment Cannabis Businesses by covering services and fees to help Social Equity and Economic Empowerment Owners stay in businesses.
3. LabX will host a minimum of **15 hours** of informational, education, vocational, or other types of training, annually for residents of Southbridge's disproportionately impacted communities, or residents who have, or have parents or spouses who have, past drug convictions, or who have otherwise been affected by the War on Drugs.

PROGRAMS

1. **Active Hiring Programs** - In an effort to economically benefit individuals from Southbridge's disproportionately impacted community, LabX will post job opportunities prior to opening, and at regular intervals locally, in the Town's Newsletter, newspapers of general circulation in Southbridge such as the ***Southbridge Evening News***, and online job boards. LabX will prioritize interviewing and hiring individuals directly from the local community throughout each hiring period. LabX will also post *these job postings exclusively for the Southbridge community* for ***two (2) weeks*** prior to posting in other sources.



Analytical Testing Laboratory
393 E Main St, Southbridge, MA

✉ labxgroup@gmail.com 🌐 labx.express

2. **Social Equity (SE) and Economic Empowerment (EE) Assistance Program** - LabX commits to helping licensed Social Equity Owners and Economic Empowerment Owners with business needs by offering to cover services and fees to help Social Equity and Economic Empowerment Owners stay in businesses. LabX will add itself to the with the Cannabis Control Commission's discounted services database so Social Equity Participants and Economic Empowerment Applicants know about the services. LabX will pay for services for SE and EE businesses such as background check fees, business formation services, consulting services, special permitting fees and other fees. LabX will also post on its website for individuals to submit information about their intended business to qualify for this program. LabX will interview each applicant to ensure they qualify as SE or EE Applicants and that they are suitable to be owners of cannabis establishments, as required by the Cannabis Control Commission, before accepting them into this program. LabX will accept at least 1 and up to 10 Businesses annually for this program. Once a business is accepted into the Program, they can submit each service fee they encounter to the Human Resources Director, and it will be reviewed on a quarterly basis.
3. **LXSP (LabX Success Program)**- LabX will elevate participants' skills by offering workshops, programs, fairs, and networking events to help community members develop interview skills, resume writing skills, obtain free suits/interview/work clothing, and provide haircuts from local barbers. Some programming will include but is not limited to financial literacy training taught by instructors be from an MBE/WBE company. It is expected that a minimum of 8 individuals will attend each LabX Success Program. The Programs will be marketed online specifically in areas identified as areas of disproportionate impact with a particular focus on the Southbridge community.

MEASUREMENTS AND ACCOUNTABILITY

LabX will review the following criteria in order to measure the effectiveness of its Plan to Positively Affect Areas of Disproportionate Impact.

1. Track the number of employees hired from different identified categories including: Southbridge community residents, economically disadvantaged populations and Victims of the War on drugs, other towns and cities noted as Areas of Disproportionate Impact. This number will be assessed from the total number of individuals hired to ensure that 30% of all individuals hired fall within this goal.
2. LabX will record the number of applicants for the Social Equity and Economic Empowerment Assistance Program. LabX will ensure that at least 1 and up to 10 businesses are annually granted funds in the program. LabX will record the decision made on each applicant and if the applicant is not accepted, will record the reasoning in writing. LabX will also monitor the status of each Business accepted in this Program and their progress on a quarterly basis towards



Analytical Testing Laboratory
393 E Main St, Southbridge , MA

submitting for Final Licensure from the Cannabis Control Commission. Each approved service fee will also be accounted for with total fees accumulated in an annual report.

3. LabX will keep records of who has attended LXSP sessions and follow up with attendees to review feedback on how LabX can improve our programs. LabX will track how many participants are able to obtain interviews, jobs, and financial goals as a result of our workshops and adjust programming to maximize outcomes. An ongoing number of hours of LXSP sessions will be recorded to ensure the programming is on track to achieve at least 15 hours of training annually.

STATEMENTS

Implementation of this Positive Impact Plan will be overseen by senior executives to ensure our goals are being implemented and achieved. LabX acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and LabX will be required to document progress or success of this plan, in its entirety, annually upon the renewal of this license.



William Francis Galvin
Secretary of the
Commonwealth

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

November 10, 2021

TO WHOM IT MAY CONCERN:

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

LABX GROUP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 18, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TYRONE S GOMES, RICARDO CORREIA**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TYRONE S GOMES, RICARDO CORREIA**



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



Independent Testing Laboratory
393 E Main St, Southbridge , MA
🌐 www.labx.express

Department of Unemployment Assistance Attestation

LabX currently does have any employees. The Massachusetts Department of Unemployment Assistance will not allow a company to register with the department until the company hires employees. Once LabX hires employees, the company will ensure it stays in good standing with the Department of Unemployment.

Sincerely,

Ricardo H. Correia

Ricardo H. Correia
CEO of LabX

LabX Department of Unemployment Assistance Attestation

Final Audit Report

2021-11-24

Created:	2021-11-23
By:	Madison Coughlin (madison@greenlightbizsolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANQcBG1b_yinZGk9HAbzjI9oAeoEI8e_N

"LabX Department of Unemployment Assistance Attestation" History



Document created by Madison Coughlin (madison@greenlightbizsolutions.com)

2021-11-23 - 9:00:10 PM GMT- IP address: 50.204.134.50



Document emailed to Rico Correia (rico@greenlightbizsolutions.com) for signature

2021-11-23 - 9:00:40 PM GMT



Email viewed by Rico Correia (rico@greenlightbizsolutions.com)

2021-11-24 - 2:02:04 AM GMT- IP address: 172.58.24.55



Document e-signed by Rico Correia (rico@greenlightbizsolutions.com)

Signature Date: 2021-11-24 - 2:03:20 AM GMT - Time Source: server- IP address: 172.58.24.55



Agreement completed.

2021-11-24 - 2:03:20 AM GMT



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor

Letter ID: L0075463872
Notice Date: November 18, 2021
Case ID: 0-001-309-796



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JESSICA LANDRESS
LABX GROUP LLC
6 JERRIDGE LN
CHELMSFORD MA 01824-4404

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: kmzp6d

Lab X (LabX Group LLC)

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Agreement (“Agreement”) of **LabX Group LLC** (the “Company”), dated as of November 23, 2021 (the “Effective Date”), is made and entered into by and among **Ricardo Correia** ("RC") **Tyrone Gomes** (“TG”), **Keith Boyd** ("KB") **Jessica Landress** (“JL”), and **Zachary Labonte**, who shall become a Member of the Company in accordance with the terms and conditions of this Agreement. RC TG, KB, JL are the initial Managers. All references herein to the “Managers” shall be construed to refer to the Manager or Managers or both in office at the relevant time, whether originally named or later appointed. RECITALS:

WHEREAS, the Company was formed under the Massachusetts Limited Liability Company Act (6 Del. C. §18-101, et seq.) (as from time to time amended, the “Act”); and

WHEREAS, the parties desire to formally document and set forth the respective rights and duties of the Members and the Managers of the Company.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I. DEFINITIONS

In addition to any other capitalized terms defined in this Agreement, the following capitalized terms used in this Agreement shall have the meanings set forth below or in the section of this Agreement referred to below:

“AAA Rules”: the meaning set forth in Section 10.6.

“Act”: the meaning set forth in the recitals of this Agreement.

“Adjusted Capital Account Balance”: with respect to any Member, the balance of such Member’s Capital Account after giving effect to the following adjustments:

- A. credit to such Capital Account such Member’s share of “partnership minimum gain” or “partner nonrecourse debt minimum gain” as such terms are defined in Section 1.704-2 of the Treasury Regulations or any amount which such Member would be required to restore under this Agreement or otherwise; and
- B. debit to such Capital Account of the items described in Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Affiliate”: when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person.

“Agreement”: this Limited Liability Company Agreement, as it may be amended, restated or supplemented from time to time as herein provided.

“Book Gain” or “Book Loss”: the gain or loss recognized by the Company for book purposes in any fiscal year or other period by reason of any sale or disposition with respect to any of the assets of the Company. Such Book Gain or Book Loss shall be computed by reference to the Book Value of such property or assets as of the date of such sale or disposition, rather than by reference to the tax basis of such property or assets as of such date, and each and every reference herein to “gain” or “loss” shall be deemed to refer to Book Gain or Book Loss, rather than to tax gain or tax loss, unless the context manifestly otherwise requires.

“Book Value”: with respect to any particular asset as of any particular date, the value at which the asset is properly reflected on the books and records of the Company as of such date in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations. The initial Book Value of each asset shall be its cost, unless such asset was contributed to the Company by a Member, in which case the initial Book Value shall be the amount established as its fair market value by agreement of the contributing Member and the other Members, and, in each case, such Book Value shall thereafter be adjusted for Depreciation with respect to such asset rather than for the cost recovery deductions to which the Company is entitled for Federal income tax purposes with respect thereto. The Book Values of all Company assets shall be adjusted to equal their respective fair market values, as determined in good faith by the Managers, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimus* additional Capital Contribution; and (ii) the distribution by the Company to a Member of more than a *de minimus* amount of Company assets, including money, if, as a result of such distribution, such Member’s interest in the Company is reduced.

“Capital Account”: the meaning set forth in Section 3.2.

“Capital Contributions”: the amount of cash and other property contributed to the Company by the Members.

“Certificate”: the Certificate of Formation of the Company as provided for pursuant to the Act, as amended and restated from time to time as herein provided.

“Class A Member”: means a Member holding a Class A Membership Interest, to the extent of such interest.

“Class A Membership Interest” or “Class A Units” means the Units designated and issued by the Company as Class A Units. On Company matters that require a vote of the Members, the Class A Units shall be entitled to vote.

“Class B Member”: means a Member holding a Class B Membership Interest, to the extent of such interest.

“Class B Membership Interest” or “Class B Units”: means those Units designated and issued by the Company as the Class B Units. On Company matters that require a vote of the Members, the Class B Units shall not be entitled to vote.

“Code”: the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Federal law of similar import, and, to the extent applicable, any Treasury Regulations promulgated thereunder.

“Company”: the meaning set forth in the preamble of this Agreement.

“Depreciation”: for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Book Value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of any such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of such period, or if such asset has a zero adjusted tax basis, Depreciation shall be an amount determined under any reasonable method selected by the Managers.

“Effective Date”: the meaning set forth in the preamble of this Agreement.

“Electronic Transmission”: means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Entity”: any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, limited liability partnership, business trust, cooperative or association.

“Liquidation Value” means the amount of cash that any Member of the Company would receive if the Company sold all of its assets (including goodwill, going concern value, and any other intangibles associated with the operations of the Company) for cash equal to the fair market value of those assets and then liquidated.

“Major Decision”: means any decision with respect to the following matters with respect to the Company (a) merging or consolidating with any other Entity; (b) initiating any bankruptcy, receivership or similar proceeding; (c) initiating dissolution and/or winding up of the Company; (d) converting to a corporation or other form of Entity; (e) the sale of all or substantially all of the assets of the Company; (f) the acquisition of another business or Entity by the Company; (g) material changes in the business or business plan of the Company; (h) valuation of assets contributed in-kind after the date of this Agreement and valuation of assets in the event of a book-up; (i) transactions between the Company and any Member or Manager, or any Affiliated Persons of a Member or Manager; (j) the incurring or refinancing of debt of the Company, either alone in the aggregate, in excess of \$25,000; (k) entering into any

contract which has a duration of more than one (1) year; (l) incurring any liability having a value in excess of \$25,000; (m) the admission of any new Member; or (n) binding the Company or management of the Company to an agreement with any new or existing Member outside the terms of this Agreement, whether such terms reduce or enhance the rights of such Member under this Agreement. The foregoing notwithstanding, "Major Decision" shall not include any decision that one Manager has by the terms of this Agreement been specifically delegated the authority to make.

"Majority Interest": one or more Members holding fifty-one percent (51%) of more of the Membership Interests.

"Manager" and "Managers": individually or collectively, all of such persons that are serving in such capacity at the time in question. Initially RC TG, KB, I.CFO, JL and OP shall be the Managers. Any change in the Managers shall be reflected on Exhibit A.

"Member": each of the Persons executing this Agreement as a member of the Company, together with any Person who becomes a substituted or additional member as herein provided and who is listed as a Member of the Company in the books and records of the Company, in such Person's capacity as a Member of the Company.

"Membership Interest": the entire legal and equitable ownership interest of a Member in the Company at any particular time.

"Percentage Interest": means, with respect to any Member, a fraction (expressed as a percentage) the numerator of which is the total Membership Interests owned by such Member and the denominator of which is the total Membership Interests owned by all Members, in each case as set forth on Exhibit A hereto, as the same may be amended from time to time.

"Person": means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

"Profit and Loss": for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (provided that for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

- A. Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profit or Loss pursuant to this provision shall be added to such taxable income or loss;
- B. Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Profit or Loss pursuant to this provision, shall be subtracted from such taxable income or loss;

- C. Book Gain or Book Loss shall be taken into account in lieu of any tax gain or tax loss recognized by the Company by reason of any sale or disposition of an asset of the Company;
- D. In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed as provided in this Agreement; and
- E. Any items that are specially allocated pursuant to Section 5.6 or Section 5.7 shall not be taken into account in computing Profit and Loss.

If the Company's taxable income or loss for such fiscal year or other period, as adjusted in the manner provided above, is a positive amount, such amount shall be the Company's Profit for such period; and if a negative amount, such amount shall be the Company's Loss for such period.

If the Book Value of the Company assets is adjusted pursuant to the last sentence of the definition of Book Value, the amount of such adjustment shall be included in computing Profit or Loss. If any Company asset is distributed in kind (whether in connection with the liquidation of the Company or otherwise), the Company shall be deemed to have realized Profit or Loss thereon in the same manner as if the Company had sold such asset for an amount equal to its fair market value on the date of distribution, as determined in good faith by the Managers.

"Regulatory Allocations": the meaning set forth in Section 5.7.

"Safe Harbor": means the safe harbor described in the Safe Harbor Revenue Procedure.

"Safe Harbor Election": means a written election, attached to the tax return of the Company for the taxable year that includes the effective date of the election, prepared by the Company, and executed by a Member having responsibility for federal income tax reporting by the Company, stating that the Company is electing, on behalf of the Company and each of its Members to have the Safe Harbor apply irrevocably with respect to all interests in the Company transferred in connection with the performance of services while the election remains in effect, and specifying the effective date of the election, which effective date may not be prior to the date that the election is executed.

"Safe Harbor Revenue Procedure": means the Internal Revenue Service revenue procedure that represents the promulgation by the Internal Revenue Service in final form of the proposed revenue procedure set forth in Internal Revenue Service Notice 2005-43 (and any other pronouncement of the Internal Revenue Service in temporary or final form and pertaining to the election of any safe harbor in connection with the receipt of a partnership interest (or an interest in any entity classified as a partnership for federal income tax purposes) in connection with the performance of services).

"Tax Matters Partner": the meaning set forth in Section 4.5.

"Transfer": in the context of a transfer of a Membership Interest, the sale, assignment, pledge, hypothecation, transfer or other voluntary disposition (by gift, bequest or otherwise, and

whether as security or otherwise) by a Member of all or a portion of its Membership Interest, whether directly or indirectly (including through the Transfer of interests in any Member that is an Entity).

“Treasury Regulations”: the Federal income tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such Treasury Regulations may be amended from time to time (it being understood that all references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations).

“Units”: the Units of Membership Interest issued and sold by the Company pursuant to Section 3.1 and includes Class A Units and Class B Units as the context permits or requires.

“Voting Interests”: the issued and outstanding Class A Membership Interests.

“Year”: the meaning set forth in Section 4.1.

ARTICLE II. FORMATION OF LIMITED LIABILITY COMPANY

2.1 Formation. The parties, by execution of this Agreement, each hereby acknowledge the formation of the Company as a limited liability company under and pursuant to the Act.

2.2 Company Name. The name of the Company shall be ***LabX (LabX Group LLC)***. The business of the Company may also be conducted under such other name or names as may from time to time be approved by the Managers.

2.3 The Certificate. The Managers or their authorized predecessors have caused the Certificate to be filed with the Secretary of State of the State of Massachusetts. The Members and Managers hereby agree to execute, file and record (as a Member or as a Manager, as may be required) all such other certificates and documents, including amendments to the Certificate, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Massachusetts and any other jurisdiction in which the Company may own property or conduct business.

Principal Business Office, Registered Office and Agent for Services of Process. The principal business office of the Company shall be in Massachusetts. The Registered Agent of the Company in the State of Massachusetts is Rico Correia, with an address of 95 Puritan Way New Bedford Ma 02745. The principal business office, the Massachusetts Registered Agent and the Massachusetts Agent for Service of Process of the Company may be changed from time to time by the Managers and in accordance with the then applicable provisions of the Act and any other applicable laws.

2.4 Term of the Company. The term of the Company commenced on the Effective Date and shall continue unless and until it is sooner dissolved pursuant to the provisions of Section 9.1.

2.5 Purposes. The purpose of the Company is to test cannabis products for the Lab X in the Massachusetts market and to do all things necessary or convenient thereto; provided, however, that the Company may engage in any and all other activities in which a limited liability company formed under the Act may engage in.

2.6 Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, including without limitation provisions relating to Major Decisions, the Company shall have the power and is hereby authorized to:

(a) acquire any real or personal property which may be necessary, appropriate, convenient or incidental to the accomplishment of the purposes of the Company;

(b) enter into, execute, acknowledge and deliver all such agreements, documents, certificates and other instruments as shall be necessary, appropriate or convenient in connection with the conduct of the Company's business generally;

(c) borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company and secure the same by mortgage, security interest, pledge or other lien in respect of any assets of the Company;

(d) invest any funds of the Company pursuant to the provisions of this Agreement;

(e) prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company, and in connection therewith execute any extensions, renewals or modifications of any mortgage securing such indebtedness;

(f) open, maintain and close bank accounts and draw checks and other orders for the payment of money;

(g) enter into, make and perform such contracts, agreements, leases and other undertakings, and do such other acts, as may be necessary or advisable for the conduct of the business of the Company, including, without limiting the generality of the foregoing, contracts, agreements, undertakings and transactions with any partner or with any other Person, having any business, financial or other relationship with any Manager or Member;

(h) establish reserves for working capital and other Company needs out of the profits or other income or capital received;

(i) enter into partnerships or other ventures with other Persons in furtherance of the purposes of the Company;

(j) engage counsel, accountants, custodians, consultants, brokers or such other Persons as may be necessary or advisable to the conduct of the business and affairs of the Company;

(k) maintain one or more offices and in connection therewith rent or acquire office space, equipment and fixtures, engage personnel and do such other acts as may be advisable or necessary in connection with such offices, equipment, fixtures and personnel;

(l) reorganize the Company in one or more jurisdictions other than the State of Massachusetts if the Managers determine that such action would be in the best interests of the Company; and

(m) do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or advisable with respect to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

ARTICLE III. CAPITALIZATION

3.1 Authorized Units.

(a) The Membership Interests in the Company shall be represented by Units. One Hundred Thousand (100,000) Units are hereby initially authorized, which shall be designated at the time of issuance as either Class A Stock Units or Class B Stock Units and shall be issued in such amounts as the Managers may determine, so long as such designation and issuance is done in accordance with the terms and conditions of this Agreement, including, without limitation, the obligations to obtain appropriate consents for any Major Decisions.

(b) As of the Effective Date, the Members of the Company, the type and number of Units held by each Member, and their respective Voting Interests and Percentage Interests are set out on Exhibit A, attached hereto.

(c) Class A Units shall be entitled to vote on all matters requiring Member approval pursuant to this Agreement or the Act. Class A Units and Class B Units shall have the respective Percentage Interest attributable to such Units. The Class A Units and Class B Units shall have the same rights to distributions. The Managers of the Company may offer to certain Members designated by Managers the right to prior notice of certain actions taken by the Managers on behalf of the Company prior to taking such action; provided, however, that any such agreement must be in writing with such Member(s), shall be deemed a Major Decision to be approved by the Managers in accordance with this Agreement; and provided further, however, that such agreement shall not to create any separate class of Units, nor right to any special distributions other than distributions to such Member(s) as a holders of, as the case may be, Class A Units or Class B Units.

(d) Except for the Capital Contributions agreed to be made by a Member in writing, or made by a Member, no Member shall have any obligation to make any further Capital Contribution to the Company. In the event that any Person or Member fails to make any required contribution of cash when due, the Managers (i) may reduce the Interest held by such Member to an amount appropriate in light of such Member's actual contribution; (ii) shall have the right, but not the obligation, to make arrangements with any other Person or Member pursuant to this Article 3 to contribute amounts needed to make up for the failure of such Member to make his or her contribution and charge any and all costs incurred by having to make such alternative financial arrangements against the Interest or Capital Account of such Member that failed to make its contribution; and/or (iii) the Managers may deem that such Member not to be admitted and return any amounts so contributed, less any costs incurred by or on behalf of the Company as a result of such failure.

(e) Each Member making a Capital Contribution hereby warrants and represents that it has the full power and authority to contribute to the Company all of the assets comprising such contribution (the "Contributed Assets") free and clear of all liens and encumbrances and agrees to provide the Company with any and all further documentation to ensure that the Company has clear title to such Contributed Assets. The Member contributing the Contributed Assets shall discharge all of the liabilities and obligations associated with the Contributed Assets, including, without limitation, all income tax and other liabilities associated with such assets that have accrued prior to the date of or as a result of the contribution of such assets. The Member that contributes the Contributed Assets shall defend, indemnify and hold the Company and the other Members harmless from and against any and all damages incurred or suffered by the Company and/or the other Members arising out of any claims or undischarged liabilities that accrue with respect to the Contributed Assets prior to the date of or as a result of the contribution of such assets, whether or not such claims or liabilities were known to the Member at the time of making such contribution. In the event that any Person or Member fails to discharge any liabilities required to be discharged with respect to such Contributed Assets, then the Percentage Interest of such Member shall be reduced to an amount appropriate in light of such Member's actual contribution and/or to the extent of the undischarged liability on such Contributed Assets, and if such Member and the Managers cannot agree on such amount, the matter will be determined by arbitrators acting pursuant to Section 10.6.

3.2 Capital Accounts. A separate capital account (a "Capital Account") shall be established and maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited the amount of cash and fair market value of the property actually contributed to the Company pursuant to any provision of this Agreement, such Member's allocable share of Profit and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(b) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of any Company property distributed to such Member

pursuant to any provision of this Agreement, such Member's allocable share of Loss and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b)(2)(iv) of the Treasury Regulations, and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(d) A Member shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the Company except as provided in Article 6; nor shall a Member be entitled to make any loan or Capital Contribution to the Company other than as expressly provided herein. No loan made to the Company by any Member shall constitute a Capital Contribution to the Company for any purpose.

(e) Except as required by the Act, no Member shall have any liability for the return of the Capital Contribution of any other Member.

3.3 Transfer of Capital Accounts. The original Capital Account established for each substituted Member shall be in the same amount as the Capital Account of the Member which such substituted Member succeeds, at the time such substituted Member is admitted to the Company. The Capital Account of any Member whose interest in the Company shall be increased by means of the transfer to it of all or part of the interest in the Company of another Member shall be appropriately adjusted to reflect such Transfer. Any reference in this Agreement to a Capital Contribution of or distribution to a then Member shall include a Capital Contribution or distribution previously made by or to any prior Member on account of the interest in the Company of such prior Member.

3.4 Deficit Capital Accounts. No Member with a deficit in his Capital Account shall be obligated to restore such deficit balance or make a Capital Contribution to the Company solely by reason of such deficit.

ARTICLE IV. BOOKS; ACCOUNTING; TAX ELECTIONS; REPORTS

4.1 Fiscal Year. The fiscal year of the Company shall be the calendar year (the "Year"), or such other year as shall be required under the Code or determined by the Managers.

4.2 Method of Accounting. The books of account of the Company shall be maintained in accordance with such method or methods of accounting as the Managers shall determine.

4.3 Books and Records and Inspection.

(a) Books of Account and Records. Proper and complete records and books of account of the Company's business, including all such transactions and other matters as are usually entered into records and books of account maintained by Persons engaged in businesses of like character or as are required by law, shall be kept by the Company at

the Company's principal office and place of business. To the extent required by law, the Company shall also keep, at its principal office and place of business, all records required by the Act.

(b) Inspection. All records and documents described in Section 4.3(a) shall, at reasonable intervals, be open to inspection and copying upon at least five (5) business days' prior written notice by any of the Members or their representatives at any reasonable time during business hours and at such Member's expense.

4.4 Financial Statements. If requested by any Member, the Managers shall deliver or cause to be delivered to each Member, within ninety (90) days after the end of each Year a balance sheet for the Company as of the end of such Year, and the related statements of income and Members' capital for the Company for such Year, all in reasonable detail.

4.5 Filing of Returns and Other Writings; Tax Matters Partner and Representative. The Managers shall cause the preparation and timely filing of all Company tax returns and shall, on behalf of the Company, timely file all other writings required by any governmental authority having jurisdiction to require such filing. Except with the approval of the Majority Interest, the Managers shall not make (and no other Member shall make) any election or other filing with any taxing or governmental authority (including but not limited to an election or filing pursuant to Treasury Regulations Section 301.7701-3) that would cause the Company to be classified as an association taxable as a corporation for federal income tax purposes. Unless and until the Managers shall otherwise determine, RC shall serve as the "tax matters partner" for purposes of Section 6231 of the Code and, as relevant, the "tax matters representative" as defined in Section 6223 of the Code; provided, however, that no material action shall be taken by the "tax matters partner" (or the "tax matters representative") without the prior consent of a Majority. It is the intention of the Members that the Company file an election pursuant to Code Section 6226, as amended by Sec. 1101(g) of P.L. 114-74 (related to revised federal income tax audit procedures), as soon as reasonably practicable after the provisions thereof become effective. The tax matters partner (and, as relevant, the tax matters representative) shall send to each Member a copy of all notices sent to the Company by the Internal Revenue Service or other state or local tax authority.

4.6 Safe Harbor Election. The Company is authorized and directed to make the Safe Harbor Election as soon as is reasonably practicable after the promulgation of the Safe Harbor Revenue Procedure. The Company and each of its Members shall comply with all requirements of the Safe Harbor with respect to all interests in the Company transferred in connection with the performance of services while the Safe Harbor Election remains effective, including without limitation using the Liquidation Value as the fair market value of said interest for purposes of Section 83 of the Code.

ARTICLE V. ALLOCATIONS

5.1 Allocations of Profit and Loss. After giving effect to the special allocations set forth in Section 5.6 and taking into account any curative allocations in Section 5.7, Profit and Losses of the Company for each fiscal year or other period shall be allocated among the Members in accordance with their Percentage Interests.

5.2 Section 754 Election. Upon an election by the Managers, in their sole discretion, the Company shall elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as permitted and provided in Sections 734 and 743 of the Code. Such election shall be effective solely for Federal (and, if applicable, state and local) income tax purposes and shall not result in any adjustment to the Book Value of any Company asset or to the Members' Capital Accounts (except as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(m)) or in the determination or allocation of Profit or Loss for purposes other than such tax purposes.

5.3 Allocations for Tax and Book Purposes. Except as otherwise provided herein, any allocation to a Member for a fiscal year or other period of a portion of the Profit or Loss, or of a specially allocated item, shall be determined to be an allocation to that Member of the same proportionate part of each item of income, gain, loss, deduction or credit, as the case may be, as is earned, realized or available by or to the Company for Federal tax purposes.

5.4 Certain Accounting Matters. For purposes of determining Profit, Loss or any other items allocable to any period, Profit, Loss and any such other items shall be determined on a daily, monthly or other basis, as determined by the Managers using any permissible method under Section 706 of the Code and the Treasury Regulations promulgated thereunder.

5.5 Tax Allocations; Code Section 704(c). In accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its fair market value at the time of contribution. In the event that the Book Value of any Company asset is subsequently adjusted in accordance with the last sentence of the definition of Book Value, any allocation of income, gain, loss and deduction with respect to such asset shall thereafter take account of any variation between the adjusted tax basis of the asset to the Company and its Book Value in the same manner as under Section 704(c) of the Code and any Treasury Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Managers in a manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section are solely for purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Members' Capital Account or share of Profit, Loss or distributions pursuant to any provision of this Agreement.

5.6 Compliance With Section 704(b).

(a) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes the Member to have, or increases the amount of a Member's, deficit Adjusted Capital Account Balance, items of Company income and gain shall be specially allocated to such Member in accordance with the requirements of Regulations Section 1.704-1(b)(2)(ii)(d). This Section 5.6(a) is intended to comply with the qualified income offset provision of such Regulations Section, and shall be interpreted consistently therewith.

(b) Gross Income Allocation. If any Member would otherwise have a deficit Adjusted Capital Account Balance as of the last day of any fiscal year or other period, items of income and gain of the Company shall be specially allocated to such Member (in the manner specified in Section 5.6(a) hereof) so as to eliminate such deficit Adjusted Capital Account Balance as quickly as possible, provided that an allocation pursuant to this Section 5.6(b) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account Balance after all other allocations provided for in this Agreement have been tentatively made as if this Section 5.6(b) were not in this Agreement.

(c) Limitation on Loss Allocations. No item of deduction or loss of the Company shall be allocated to a Member if such allocation would cause or increase a deficit Adjusted Capital Account Balance. In the event that some but not all of the Members would have deficit Adjusted Capital Account Balances as a result of an allocation of Loss pursuant to this Article 5, the limitation set forth in this Section 5.6(c) shall be applied on a Member by Member basis so as to allocate the maximum permissible Loss to each Member under Regulations Section 1.704-1(b)(2)(ii)(d).

(d) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 5, if there is a net decrease in “partnership minimum gain” or “partner nonrecourse debt minimum gain” of the Company (as such terms are defined in Regulations Section 1.704-2) during any fiscal year or other period, prior to any other allocation pursuant hereto, items of Company income and gain for such fiscal year or other period (and, if necessary, for subsequent fiscal years or periods) shall be specially allocated among the Members in accordance with Regulations Sections 1.704-2(f) and (i). The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and (j)(2).

(e) Allocation of “Partner Nonrecourse Deductions”. “Partner nonrecourse deductions” as defined in Section 1.704-2(i)(1) of the Treasury Regulations for any fiscal year or other period shall be specially allocated to the Members who bear the economic risk of loss for the “partner nonrecourse debt” to which such “partner nonrecourse deductions” are attributable, as provided in Section 1.704-2(i)(1) of the Treasury Regulations.

(f) Allocation of “Nonrecourse Deductions”. “Nonrecourse deductions” as such term is defined in Section 1.704-2(b)(1) of the Treasury Regulations for any fiscal year or other period shall be allocated to the Members in accordance with their respective Pro Rata Percentages.

5.7 Curative Allocations. The allocations set forth in Section 5.6 (the “Regulatory Allocations”) are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company Profits, Losses and similar items and to make distributions. Accordingly, Profits, Losses and other items will be reallocated among the Members (in the same year, and to the extent necessary, in subsequent years) in a manner consistent with Treasury Regulation section 1.704-1(b) and 1.704-2 so as to prevent the

Regulatory Allocations from distorting the manner in which Company Profits, Losses and other items are intended to be allocated among the Members pursuant to this Article 5 or the manner in which distributions are intended to be made among the Members pursuant to Article 6.

ARTICLE VI. DISTRIBUTIONS

6.1 Distributions other than in Liquidation.

(a) Distributions shall be made to the Members, pro rata and pari passu, in accordance with the Members' Percentage Interests.

(b) The Company shall, to the extent permitted by law, distribute amounts to the Members sufficient for the Members to pay federal, state and local income taxes on their allocable shares of taxable income of the Company not distributed to the Members (however, the Managers may determine in good faith that such profits are not subject to tax because of offsets against previous Loss allocations). The amount of each Member's tax liability shall be determined by the Company based upon the highest marginal federal and Massachusetts income tax rates for an individual, without regard to taxable exemptions or deductions. Such distributions, if any, shall be made at the times and in the amounts determined in the sole discretion of the Managers, but no later than the 1st of January following the end of each Year with respect to which such payment is due.

6.2 Distributions in Liquidation. The net proceeds derived from any transaction involving the sale or other disposition of all or substantially all of the assets of the Company, together with any cash determined by the Managers to be available for distribution to the Members during the period of winding up of the Company, shall be applied and distributed in the following order of priority:

(a) first, to the payment of any debts and liabilities of the Company;

(b) next, to the setting up of reserves to provide for any contingent, conditional or unmatured liabilities or obligations of the Company;

(c) next, to the Members in proportion to and to the extent of the positive balances of the Capital Accounts of the Members (after reflecting in such Capital Accounts all adjustments thereto necessitated by all Company transactions for the fiscal year or other period of the Company in which the liquidation of the Company occurs prior to or simultaneously with such distribution); and

(d) finally to the Members in accordance with their Percentage Interests.

All payments under this Section 6.2 shall be made as soon as reasonably practicable and in any event by the end of the fiscal year in which such liquidation or winding up occurs or, if later, within ninety (90) days after the date of such liquidation or the date such winding up occurs.

ARTICLE VII.
RIGHTS AND OBLIGATIONS OF MEMBERS AND THE MANAGERS

7.1 Limited Liability of Members. Except as otherwise provided by the Act, and subject to any capital contribution obligations of the Members, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company. Each of the Members shall only be liable to make payment of its respective contributions as and when due hereunder and other payments as expressly provided in this Agreement. If and to the extent a Member's contribution shall be fully paid, such Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to Members, be required to make any further contributions. No Member in his capacity as such shall have the authority to act for or bind the Company.

7.2 The Managers.

(a) In General. The Company shall initially have four (4) Managers, to be appointed by the Class A Members. The Class A Members hereby appoint RC KB, TG, JL, as Managers. Except as otherwise provided for herein, the Managers shall, on behalf of the Company, make all decisions affecting the Company's affairs and business, perform any and all other acts necessary, appropriate, convenient or advisable to the management of the Company's affairs, business and assets; provided, however, that whenever there is only one (1) Manager, such Manager may, singly, exercise and act on behalf of the Company with full authority, whenever there are exactly two (2) Managers, the two (2) Managers together shall have joint authority to act, and whenever there are more than two (2) managers, any action by the Managers shall require the consent and vote of the holders of not less than a Majority Interest. The Managers shall not be personally liable for any of the debts, obligations, liabilities or contracts of the Company taken in accordance with this Agreement. A Manager may resign at any time by written notice thereof to the Company. A Manager may be removed only by a vote of the holders of not less a Majority Interest. Following any such removal, the appointment of any successor Manager(s) shall require a vote of the holders of not less than a Majority Interest.

(b) Compensation and Reimbursement. The Managers shall be entitled to reimbursement for actual, out-of-pocket costs incurred by the Managers for fees and expenses paid to third parties on behalf of the Company. The Managers shall receive no compensation for acting as Managers.

7.3 Officers. The Managers may appoint themselves or others as officers or as authorized persons ("Officers") and delegate to such Officers authority to take or implement such actions on behalf of the Company as the Managers may direct, subject, however, to the limitations on the authority of the Managers under this Agreement.

7.4 Authority; Evidence of Authority.

(a) Subject to the other provisions of this Agreement, the Managers shall have the authority to execute on behalf of the Company all agreements, contracts, instruments and other documents, including, without limitation: (i) deeds of trust and assignments of rights; (ii) contracts for the purchase or sale of assets, stock purchase agreements, deeds, leases, assignments and bills of sale; and (iii) loan commitments, loan agreements, mortgages, security agreements, pledge agreements, financing statements and loan draw requests. The foregoing and anything else in this Agreement to the contrary notwithstanding, all Major Decisions shall require the written consent of the number of Managers required pursuant to Section 7.2(a).

(b) Any Person dealing with the Company may rely on a certificate signed by a Manager:

(i) as to who are the Members, the Managers and agents of the Company;

(ii) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Members or the Managers or agent or in any other manner germane to the affairs of the Company;

(iii) as to who is authorized to execute and deliver any instrument or document on behalf of the Company;

(iv) as to the authenticity of any copy of this Agreement and amendments hereto;

(v) as to any act or failure to act by the Company or as to any other matter whatsoever involving the Company, any Member, the Managers or agent; or

(vi) as to the authority of any Member, any Manager or any employee or agent or other Person to act on behalf of the Company.

provided, however, that the Manager(s) signing such statement shall be responsible to the Company and the Members for the accuracy of such statement.

7.5 Other Business.

(a) The Managers shall devote to the Company such amount of time and attention as is reasonably appropriate to carry out the purposes of the Company. The Managers and the Members may engage in or possess interests in other business ventures, independently or with others.

(b) No Person shall use any proprietary or confidential information owned by the Company other than for the benefit of the Company, whether or not such Person remains a Member, Affiliate or Manager of the Company.

7.6 Standard of Care. To the extent that, at law or in equity, a Manager or any Member or any Affiliate of a Member or any Manager or any director, officer, stockholder, employee, agent or representative of a Member or Manager or such Affiliate has duties (including fiduciary duties) and liabilities to the Company or to the Members, no such Person shall be liable to the Company or to any Member or Manager for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of any such Person otherwise existing at law or in equity, are agreed by the Members and the Managers to replace such other duties and liabilities of such Person.

7.7 Indemnification. None of the Members, the Managers (each a “Covered Person”) shall be liable to any other Covered Person or any other Person who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of their gross negligence or willful misconduct or breach of this Agreement. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Company and, as applicable, in a manner reasonably believed to be within the scope of the authority conferred on it by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim as to which such Covered Person has been adjudicated in any proceeding to have not acted in good faith in the reasonable belief that his actions were in the best interests of the Company or consistent with his obligations hereunder; provided, however, that any indemnity under this Section 7.7 shall be provided out of and to the extent of Company assets only and no Member shall have personal liability on account thereof.

7.8 Agreements with Affiliates. Subject to the other terms of this Agreement, the Company may enter into agreements with a Manager or Member for the acquisition of property or rendition of services, provided that the acquisition of such property from, or the rendition of such services by, a Manager or Member is pursuant to a written agreement which describes the subject matter thereof and all compensation payable thereunder and is on terms generally no less favorable to the Company than it could have obtained in a comparable arms-length transaction with a person who is unrelated to a Manager or Member.

ARTICLE VIII. TRANSFERS OF INTERESTS; AND ADDITION OF NEW MEMBERS

8.1 Transfers of Membership Interests. Except as otherwise set forth herein, no Member may Transfer any portion of its Membership Interest without the consent of the Managers and unless and until the requirements for admission of additional Members set forth in this Article 8 have been satisfied. Any attempted Transfer by a Person of a Membership Interest or any part thereof, other than in accordance with this Article 8 shall be, and is hereby declared, null and void *ab initio*.

8.2 Certain Transfers. Subject to and/or in addition to the other terms of this Agreement, additional Persons may be admitted to the Company as Members upon the approval of the Managers, in their sole discretion. The terms of admission must specify the Percentage Interest and initial Capital Contribution, if any, applicable thereto. The foregoing and anything else in this Agreement to the contrary notwithstanding, any Member may Transfer all or part of such Member's Membership Interest to the spouse, issue or other family member of such Member or to a trust or similar entity established for such Member or Persons solely for estate planning purposes or upon the death of an individual Member, provided further that the Managers first unanimously approve any such Transfer, such approval not to be unreasonably withheld or delayed; provided, however, that the Managers may condition such approval upon a commitment from the Member proposing to make such Transfer to continue to vote and manage such Membership Interest and remain active in the Company, as if such transferring Member continued to own the Membership Interest proposed to be Transferred.

8.3 Admission of Additional Members. Notwithstanding the provisions of Sections 8.1 and 8.2 above, if any Person acquires all or any portion of a Membership Interest as a result of a Transfer, or acquires a Membership Interest directly from the Company, such Person shall not be admitted to the Company as a Member unless and until the Managers have received, on behalf of the Company, a document, in a form reasonably satisfactory to the Managers: (i) executed by such Person; (ii) including the notice address of such Person; (iii) setting forth the Capital Contribution (if applicable), and the number and type of Units of such Person upon consummation of such acquisition; (iv) containing an agreement by such Person to be bound by the terms of this Agreement with respect to the Membership Interest to be acquired; and (v) containing representations and warranties consistent with those set forth herein and in compliance with applicable securities laws.

8.4 Corresponding Changes to Agreements. If, pursuant to the provisions of this Agreement, a new Member is admitted to the Company or a Membership Interest is transferred, in each case in whole or in part in a permitted manner, then the Members and the transferee consent to the Managers' amendment of this Agreement and Exhibit A hereto and shall cooperate to amend any other agreements, if necessary, to reflect such event.

8.5 Obligations and Rights of Transferees and Assignees. Any Person who acquires in any manner whatsoever the Membership Interest (or any part thereof) of any Member in the Company, irrespective of whether such Person has accepted and assumed in writing the terms and provisions of this Agreement, shall be deemed, by acceptance of the benefit of the acquisition thereof, to have requested and agreed to be subject to and bound by all of the obligations of this Agreement, with the same force and effect as any predecessor in interest in the Company, shall have only such rights as are provided in this Agreement, and, without limiting the generality of the foregoing, such Person shall not have the value of his interest ascertained or receive the value of such interest, or, in lieu thereof, profits attributable to any right in the Company, except as set forth in this Agreement. In addition, notwithstanding any provision in this Agreement to the contrary, any transferee or assignee of any Interest in the Company shall be bound by a Safe Harbor Election made by the Company.

8.6 Resignation and Withdrawal. Except as otherwise set forth in this Agreement, no Member shall have the right to resign or withdraw from the Company except upon the prior consent of the Managers.

ARTICLE IX. TERMINATION

9.1 Events of Dissolution.

(a) In accordance with the Act, the Company shall be dissolved and the affairs of the Company wound up upon the occurrence of any of the following events:

(i) a vote of Members holding a Majority Interest to dissolve the Company;

(ii) the sale, exchange, condemnation or involuntary transfer of all or substantially all of the assets of the Company; provided that this Section 9.1(a)(ii) shall not apply if part of the consideration received by the Company in connection with any such event includes deferred payment obligations and the Managers reasonably determine that it is in the best interest of the Members to keep the Company in existence for the sole purpose of collecting amounts payable under such obligations and distributing such amounts in accordance with the terms of this Agreement, upon the satisfaction of which obligations the Company shall dissolve;

(iii) death, incapacity, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which, pursuant to the Act, terminates the continued membership of a Member in the Company, if the Company would, as a result of such event, have fewer than the number of Members that a limited liability company must have under the Act to continue; and

(iv) the entry of a decree of judicial dissolution under the Act.

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided herein and a certificate of cancellation of the Company has been filed with the Secretary of State of the State of Massachusetts.

9.2 Procedures Upon Dissolution.

(a) General. If the Company dissolves, it shall commence winding up pursuant to the appropriate provisions of the Act and the procedures set forth in this Section 9.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Members, as such, shall continue to be governed by this Agreement.

(b) Control of Winding Up. The winding up of the Company shall be conducted under the direction of the Managers or their designee(s) (the Managers or their designee(s), the “Liquidator”); provided, however, that if there is more than one Manager, no Manager who caused the dissolution of the Company in contravention of this Agreement and no Manager whose Member Affiliate caused the dissolution pursuant to Section 9.1(a)(iii) shall participate in the control of the winding up of the Company, and provided, further, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 9.1(a)(iv), the winding up shall be carried out in accordance with such decree.

(c) Manner of Winding Up. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 9.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibilities and having due regard to the activity and condition of the relevant market and general financial and economic conditions.

(d) Application of Assets. In the case of the dissolution of the Company, the Company’s assets shall be applied as set forth in Section 6.2 and then to the Members’ positive Capital Account Balances.

9.3 Termination of Company. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company’s affairs shall terminate and the Managers shall cause to be filed with the Secretary of State of the State of Massachusetts a certificate of cancellation in accordance with the Act, as well as any and all other documents required to effectuate the termination of the Company.

ARTICLE X. MISCELLANEOUS

10.1 Notices.

(a) Any and all notices, consents, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing and the same shall be delivered either in hand or by mail or Federal Express or similar expedited commercial carrier, addressed to the recipient of the notice, postage prepaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier) and with proof of delivery. The foregoing notwithstanding, notices may also be made by Electronic Transmission to a Member or Manager if acknowledged by such Member or Manager, which acknowledgement may be by Electronic Transmission.

(b) All notices, demands, and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal.

(c) All such notices, demands and requests shall be addressed as to the Members and the Managers, as the case may be, at the address set forth for each on Exhibit A or to such other address as any such Person may have designated for itself by written notice to the others in the manner herein prescribed, except that notices of change of address shall be effective only upon receipt.

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

10.3 Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assigns of the respective parties hereto.

10.4 Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more individuals, companies, trusts or other entities.

10.5 Applicable Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts. In the event of a conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provision of this Agreement shall control and take precedence. All parties to this Agreement hereby consent to the jurisdiction of the Federal and state courts located in the Commonwealth of Massachusetts to resolve a dispute not subject to Section 10.6 (if any), and/or to enforce any award issued pursuant to an arbitration proceeding as described in Section 10.6.

10.6 Dispute Resolution.

(a) Non-binding Mediation. Prior to commencing any arbitration relating to this Agreement or otherwise relating to the Company (except for an action to enforce the provisions of confidentiality), a Member or Manager shall first give notice to the other Persons involved in the dispute and the parties shall follow the procedures outlined below:

(i) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(ii) If within fifteen (15) days after the date of the notice referred to above, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to nonbinding mediation in accordance with the Commercial Arbitration Rules and mediation Procedures of the American Arbitration Association (the “AAA Rules”) and to bear equally the costs of the mediation.

(iii) The parties will promptly appoint a mutually acceptable mediator from a list of approved mediators from the American Arbitration Association if they have been unable to agree upon such appointment within ten (10) days from the end of the negotiation period.

(iv) The parties agree to participate in good faith in the mediation and negotiation related thereto for a period not to exceed thirty (30) days. If the parties are not successful in resolving the dispute through the mediation, then any party may initiate arbitration upon seven (7) days prior written notice to the other parties.

10.7 Arbitration. In the event of any controversy between the parties arising under this Agreement that is not settled by mediation pursuant to Section 10.6(a), such controversy shall be determined by binding arbitration. Arbitration shall be conducted by three independent arbitrators who are experienced in the matter in dispute, one selected by each party, and the third by the arbitrators selected by the parties. Arbitration shall be conducted in accordance with the AAA Rules and the American Arbitration Association shall administer the arbitration. Any party desiring to arbitrate a controversy shall give written notice to the other party, which notice shall include a designation of the name and address of the person to serve as arbitrator for the party giving such notice. Within fifteen (15) days after receipt of such notice, the recipient of such notice shall give written notice to the other party designating the name and address of a person to serve as arbitrator for the recipient of such notice. The two persons so designated shall forthwith select a third person and such three persons shall serve as arbitrators hereunder. In the event either party fails to designate a person to serve as arbitrator and give notice thereof to the other party as provided herein; or in the event the two persons so designated as arbitrators fail or refuse to select a third arbitrator; or in the event any arbitrator appointed fails or refuses to perform such arbitrator's duties hereunder; either party may petition the American Arbitration Association for the appointment of an arbitrator. The parties shall pay the fees and expenses of the person designated by such party to serve as arbitrator (or, as the case may be, appointed for such party) and one-half of the fees and expenses of the third arbitrator; provided that the arbitrators shall have the power to award reimbursement to either party for such fees and expenses. Unless otherwise agreed to by the parties to the arbitration, all arbitration proceedings shall be held within the City of Massachusetts. Judgment on the award rendered by the arbitrators may be entered by any Court designated in Section 10.5.

10.8 Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

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

10.10 Further Assurances. The Members and Managers shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement. Without limiting the foregoing, any Member that is resident in

a community property jurisdiction shall, upon the request of a Manager, obtain the signature of such Member's spouse consenting to the terms of this Agreement and waiving any and all special rights that might otherwise accrue to such spouse under any applicable community property law.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument. Any signatures transmitted in a pdf file over the internet or by facsimile shall be deemed to be original signatures for all purposes.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes all prior understandings or agreements between the parties.

10.13 Amendments. This Agreement shall not be amended without a written instrument adopted by the Managers and executed and agreed to by of a Majority Interest; provided, however, that no amendment to this Agreement which at the time of such amendment would be reasonably likely to materially and adversely affect the rights or interests of a Member under this Agreement shall be made without the consent of such Member; provided, further, however, that such limitation shall not apply to an amendment which is required by law or required or permitted pursuant to the provisions of this Agreement, including without limitation, by the Managers to reflect the change of name and location of the principal office of the Company, the mailing address of the Company, the name and address of the registered agent of the Company, the transfer or acquisition of any interest by a Member in any manner permitted by this Agreement, a person becoming a substituted or an additional Member or Manager of the Company as permitted by this Agreement, a duly adopted amendment to this Agreement or any other change in any provision of this Agreement effected by the exercise by any person of any right or rights granted hereunder.

[Remainder of page intentionally blank. Signature page follows.]

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

Managers:

Ricardo Correia

Tyrone Gomes

Keith Boyd

Jessica Landress

Members:

- o Rocardo Correia
- o Tyrone Gomes
- o Keith Boyd
- o Jessica Landress
- o Zachary Labonte

[Member Signature Page follows]

Lab X (LabX Group LLC)

Limited Liability Company Agreement dated November 23, 2021

MEMBER SIGNATURE PAGE

The undersigned, hereby a Member of Lab X (LabX Group LLC), a commonwealth of Massachusetts limited liability company (the "Company"), and a party to the Limited Liability Company Agreement of the Company.

Tyrone Gomes

Name of Manager / Member (please print)

Tyrone Gomes

Signature of Member or Authorized Person

Date: November 23, 2021

Keith Boyd

Name of Manager / Member (please print)

Keith Boyd
Keith Boyd (Dec 1, 2021 20:08 EST)

Signature of Member or Authorized Person

Date: Dec 1, 2021

Jessica Landress

Name of Manager / Member (please print)

Jessica Landress, Esq.
Jessica Landress, Esq. (Dec 1, 2021 20:01 EST)

Signature of Member or Authorized Person

Date: Dec 1, 2021

Zachary Labonte

Name of Member (please print)

Zachary Labonte
Zachary Labonte (Dec 2, 2021 06:55 EST)

Signature of Member or Authorized Person

Date: Dec 2, 2021

Ricardo Correia ceo

Name of Authorized Manager / Member (please print)

Ricardo H. Correia

Signature of Authorized Manager

Date: Dec 2, 2021

EXHIBIT A
LabX Group LLC, a Massachusetts limited liability
company Member and Manager information
as of November 23, 2021

	Member Name and Address	Class A Units (voting)	Class B Units (non-voting)	Approx. Voting Interest	Approx. Percentage Interest
1.	Ricardo Correia - CEO	27,000	-0-	27%	27%
2.	Tyrone Gomes - CSO	27,000	-0-	27%	27%
3.	Keith Boyd - COO	11,000	-0-	11%	11%
4.	Jessica Landress - CMO	5,000	0	5%	5%
5.	Zachary Labonte	1,176	0	1.176%	1.176%
6.	LabX Group llc (unissued shares)	28,824	-0-	28.824%	28.824%
	Total	100,000	0	100%	100%

Managers: Ricardo Correia, Tyrone Gomes, Keith Boyd, Jessica Landress,

Members: Ricardo Correia, Tyrone Gomes, Keith Boyd, Jessica Landress, Zachary Labonte



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001486885

1. The exact name of the limited liability company is: LABX GROUP LLC

2a. Location of its principal office:

No. and Street: 25 FOXBOROUGH STREET
 City or Town: NEW BEDFORD State: MA Zip: 02746 Country: USA

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

No. and Street: 25 FOXBOROUGH STREET
 City or Town: NEW BEDFORD State: MA Zip: 02746 Country: USA

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

WE ARE A SCIENCE-BASED, LABORATORY TESTING FACILITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE.
STE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	TYRONE S GOMES	25 FOXBOROUGH STREET

		NEW BEDFORD, MA 02746 USA
SOC SIGNATORY	RICARDO CORREIA	25 FOXBOROUGH STREET NEW BEDFORD, MA 02746 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICARDO CORREIA	25 FOXBOROUGH STREET NEW BEDFORD, MA 02746 USA
REAL PROPERTY	TYRONE S GOMES	25 FOXBOROUGH STREET NEW BEDFORD, MA 02746 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of February, 2021,
RICARDO CORREIA

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

THE COMMONWEALTH OF MASSACHUSETTS

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

February 18, 2021 05:36 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



An Independent Cannabis Testing Laboratory

CONTENT

03	Executive Summary
04	Company Overview
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11	Operating Plan
11	Location, Facility, and the Premises
12	Security Measures
14	Lighting and Fire
15	Testing Procedures
16	Organizational Structure

COMPETITION

7

Number of operating testing facilities in MA

7

Number of testing facilities with Provisional Licenses

FINANCIAL PROJECTIONS

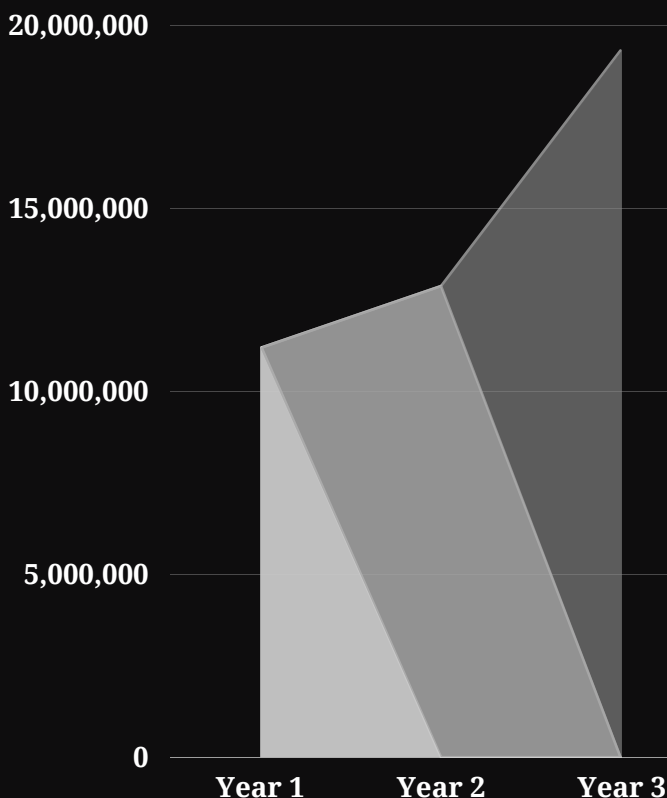
Taxes

6.25% MA State Tax
3% Local Excise Tax

Community Impact Fee

0.5% of annual gross revenue

Topline Revenue Projections



BUSINESS MODEL

LabX will provide legal cannabis consumers and companies with important information about the quality, safety, and potency of their cannabis products. LabX intends to start its testing business from Southbridge, MA in a state-of-the-art cannabis laboratory. The facility will use multiple top-of-the-line testing machines to deliver fast and easy to understand results. LabX plans to address the lack of available testing services in Massachusetts with innovative operations, unique customer incentives, and access to door-to-door testing.

LabX will not only stay in compliance but will be on the cutting edge of cannabis testing while providing unrivaled customer service and accurate results at an affordable price.

LabX will redefine the cannabis testing industry by focusing on improving testing turnaround time, improving transparency, providing access to the industry, providing consumer-friendly analysis, and encouraging strong customer relationships.

PROBLEM & SOLUTION

Not many entrepreneurs have been willing to open testing facilities due to a lack of experience and strict regulations around laboratory ownership. This has caused a product backlog at testing facilities, and other problems in the supply chain. LabX will have two shifts everyday fully staffed to provide faster testing results to customers. Not only is testing required by law, but testing is also essential to the health and safety of all consumers and the economy it benefits. LabX has solutions and recommendations to address supply chain issues. Proper testing and labeling will help assure patients receive safe and accurate medication, and prevent unwanted exposure, especially to children.

ADVANTAGES

- Executive team's knowledge of the cannabis industry
- Specialized door-to-door service is new to the Massachusetts cannabis industry
- Superior and transparent testing services
- State-of-the-art technology to identify and quantify substances in a mixture
- A robust high-performing staff to complete fast turnarounds

COMPANY SUMMARY

LabX will provide legal cannabis consumers and companies with important information about the quality, safety, and potency of their cannabis products.

LabX intends to locate its testing business in Southbridge, MA in a well-equipped cannabis laboratory. The facility will use state-of-the-art testing machines to deliver fast and easy results. LabX plans to address the lack of available testing services in Massachusetts with innovative operations and access to door-to-door testing.



BRINGING SPEED AND EFFICIENCY TO CANNABIS TESTING IN MASSACHUSETTS

LabX will establish long-lasting relationships through exemplary service and providing quick-accurate data to clients.

Managing relationships through the LabX website will allow future prospects, leads, clientele and partners to access services.

LabX intends to provide a comprehensive menu of services to stakeholders in the medical and recreational Cannabis industry including:

- Cannabinoid profiling
- Contaminant screening
- Environmental media testing
- Microbiological screening
- Pesticide screening
- Terpene analysis
- Infused-product formulation charts and more!

OUR SERVICES

The Massachusetts Cannabis Control Commission requires that all cannabis products be tested before entering the market.

All Marijuana products must bear a label that identifies the list of ingredients, including the cannabinoid profile of the Marijuana contained within the product. Although many cannabinoids and related compounds are present in the Cannabis plant, characterization of the cannabinoid profile should include, at a minimum, the dry-weight percentage of Dg-THC and CBD.

All products must also be tested for:

- Vitamin E Acetate (VEA)
- Heavy Metals
- Pesticides
- Environmental Media
- Residual Solvents
- Mycotoxins

LabX will provide the Cannabis Control Commission required tests in a convenient package.



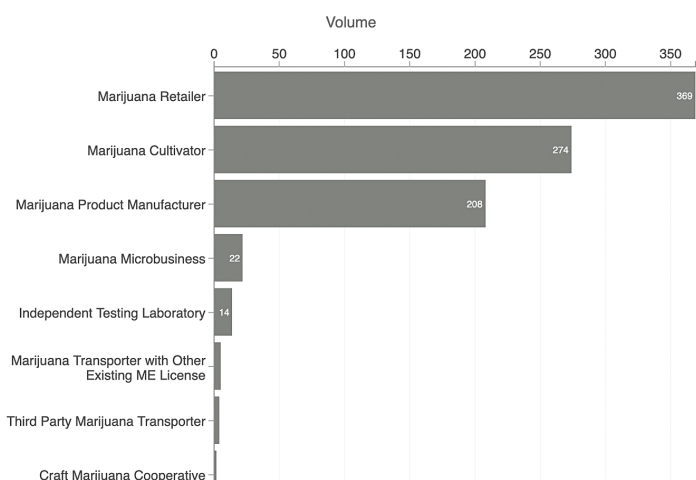
LabX will also provide Research and Development (RND) testing for Cannabis Product Manufacturers and Cannabis Cultivators during the developmental process of new strains and products.

The Massachusetts Cannabis Control Commission also requires any cannabis product to be tested every year following the original test if the product is still in the Product Manufacturer's location, Retail stores, or Delivery facilities. LabX will also provide this testing for the Retail and Delivery Marijuana Establishments in order to ensure products are within compliance.

MARKET OPPORTUNITY

The North American legal cannabis market amounted to almost \$20 billion in 2020, growing by 40 percent on the year. The largest market was the United States, which totaled over \$16 billion followed by Canada with about \$3 billion. New projections forecast the U.S. recreational and medical marijuana markets are on a trajectory to reach up to \$45.9 billion in annual sales by 2025, or as much as twice the level of sales projected for this year, according to the newly released 2021 Marijuana Business Factbook. U.S. adult-use and medical cannabis sales in 2021 are expected to reach \$22 billion-\$26.4 billion.

Testing is necessary for both medical and adult-use products. In fact, Massachusetts is experiencing a testing backlog because of the lack of available testing facilities. This bottleneck ensures the profitability of new testing facilities.



Nationwide the cannabis industry is focusing more on the democratization of cannabis which allows wider access to cultivation, distribution, use and possession. In the meantime, the Massachusetts traditional market keeps its rank as one of the largest traditional markets on the east coast.

As of August 2021, 898 licenses have been awarded, including 369 retailers, 274 cultivators, 208 manufacturers, 22 Microbusiness, 14 Independent Testing Laboratories, and 9 transporters licenses. Despite a state-wide closure due to COVID-19 during March, April, and May, adult-use sales in Massachusetts still reached \$379 million in the first 8 months. While the market in Massachusetts is considerably smaller when compared to other legal cannabis markets, sales have managed to grow 53% between January and August, from \$52.0 million to \$79.6 million.

There are more than 20,000 active licenses for cannabis businesses in the U.S. This includes cultivation, extraction and manufacturing, retail, distribution, and testing licenses. The industry has grown ahead of the capacity of existing testing facilities, requiring more applicants to decrease bottlenecks.

There is currently a major opportunity in the Central Massachusetts market to open an independent testing laboratory. The state is currently the most populous of the six New England states, as well as the fastest-growing. Southbridge, MA is in Worcester County which is the second most populated county after Suffolk County. Worcester County currently has the most recreational cannabis establishments within the entire state.

TESTING INDUSTRY ANALYSIS

Cannabis testing is by far the smallest and most significant segment of the industry when measured by number of companies available. Due to a lack of experience and strict regulations around laboratory ownership, many entrepreneurs are unwilling to venture into the space.

Most growers, infused product companies and retailers want labs to test for potency and concentrations of THC and/or CBD. Providing potency information can drive purchasing decisions for many consumers and patients.

Global cannabis testing market is projected to grow by over \$950 million by 2025, driven by an annual growth rate of 9.6%.

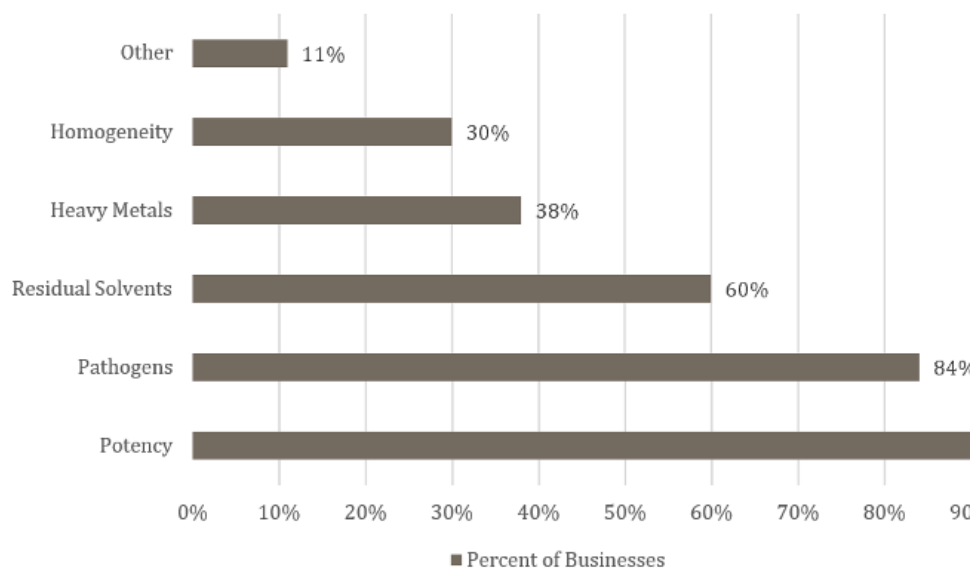


Figure 13. Types of cannabis testing obtained by cultivators, infused product makers and retailers.

For the past two years, a majority of testing lab survey participants have indicated high- pressure liquid chromatography as their primary testing method. While it is still the most prevalent technique, the portion of companies that utilize high-pressure liquid chromatography has fallen from 63% last year to 50% this year.

Looking forward lab testing will remain an integral part of the industry, as every state that legalized medical or recreational cannabis has already written or is expected to write legislation requiring cannabis to be tested before it can be sold to patients or customers.

There is a unique opportunity to open a lab in Massachusetts as there are only seven operational laboratories and a huge backlog of products waiting to be tested.

CANNABIS AS AN ESSENTIAL SERVICE

The industry employed 243,000 people in 2020. Covid-19 affected business profits and staff numbers. Medical Cannabis and Testing facilities were deemed **essential** by state officials during the pandemic. The cannabis industry worked with municipalities to create COVID-19 seed-to-sale processes. Hiring has continued to bounce back since the fall of 2020. If the cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022.

MARKETING PLAN

LabX will effectively communicate our ability to consistently deliver fast and accurate cannabis testing results to licensed operators in the Commonwealth of Massachusetts at a competitive price.

Due to cannabis federal regulations restraints; online advertising platforms are placing strict rules on cannabis marketing. LabX will use innovative marketing and advertising campaigns including:

- Back-end work to align LabX's webpage with "cannabis testing" key words on google search.
- Adding information to top industry specific websites such as Weedmap's, Leafly, and CannaSaver.
- Meeting with growers, manufactures and retailers.
- E-mail Marketing
- Advertising and articles in the thematic Magazines
- Business events and conferences
- Business and industry associations
- Brand development
- Website development with search engine optimization
- Cannabis business directories and platforms.

CUSTOMERS

LabX possess several strengths that will allow long-term success. The cannabis industry is known to be highly competitive around the quality of the services and the establishment location. LabX is a quality customer focused brand offering door to door service and access to status updates. The company's location and dedication to innovating the customer experience exceeds that of its competition. Additionally, LabX will create consumer education materials to market services while educating consumers and industry players on testing processes and result comprehension.

COMPETITION

Currently, Massachusetts only has 7 operational independent testing laboratories. Four are located in Middlesex County with two being located in Framingham, MA, and two located in Marlborough, MA. With one located in Holyoke, MA under Hampden County and one located in Milford, MA which is located in Worcester County. The only other fully licensed laboratory is located in Essex County, specifically Salem, MA. This provides a unique opportunity for LabX to corner the Worcester County market as well as Norfolk, Bristol, Plymouth, Barnstable, Hampshire, Franklin and Berkshire Counties.

S.W.O.T. ANALYSIS

STRENGTHS

- **Relationships:** Building personal relationships with cultivators, manufacturers, and retailers across Massachusetts.
- **Door to Door Service:** LabX is innovating cannabis testing by working smart and fast, as well as providing access to door-to-door service and status bar updates.
- **Experience:** The Executive team is comprised of skilled specialists who are knowledgeable about testing, running laboratories, compliance, hiring, employee retention, and more.

S

WEAKNESSES

- **High Start-up Cost:** Laboratories require large amounts of start-up capital.
- **Banking:** Handling cannabis money comes with enhanced risks with banking.
- **Experience:** Cannabis testing is new to the United States causing practices not to be as advanced as other countries with decades of research and testing experience.
- **Lack of reputation:** Unknown entity, there is an opportunity to leverage a known brand in the industry.

W

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OPPORTUNITIES

- **Location:** LabX is convenient for nearby clientele, its location ensures success in the market as the only lab in the area.
- **Customers:** LabX's focus on innovating customer relationship management and testing is new to the Massachusetts cannabis industry.
- **Growth Potential:** LabX has high growth potential as new legal markets arise nationally.

T

THREATS

- **Federal Law:** Cannabis is not yet federally legal.
- **State Law:** Cannabis law is constantly changing posing a risk to testing industry trends and up to date compliance.
- **Economy:** Indicators of a slowed global economy and recession.
- **Time:** Race to get up and running against other labs.

OPERATING PLAN

LOCATION

The physical address of our independent testing laboratory is 239 E. Main St., Southbridge, MA.

A site plan showing the entire structure of the laboratory, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the laboratory will be attached.

THE FACILITY

After working with an experienced architecture firm and a company specializing in testing labs, LabX will create an internal layout of the establishment. After conversion, the internal plan of the facility will have the following configurations:

- Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the facility.
- Walls separating the testing rooms and storage area will be 4" steel studded sheetrock walls with a solid-core door.
- Wall material will ensure there will be no contamination or mold in the room where product is to be tested.
- The check-in reception window will be equipped with bullet proof glass.
- All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

THE PREMISES

LabX will include partitioned areas for the following activities:

- Sample receiving
- Sample storage
- Record storage
- Microbiology analysis
- Chemistry analysis
- Office space

SECURITY MEASURES

LabX anticipates contracting with a vendor to help deter, detect, and document security events at each facility from a remote location. The vendor will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity.

Our internal security personnel will work with the vendor to establish guidelines for what entails suspicious activity and to ensure regulatory compliance. There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access.

The independent security company will ensure all cameras, doors and equipment are state of the art. A security plan of the Laboratory will detail the location of the following:

- All entrances and exits
- The location of any windows, skylights, and roof hatches
- The location of all cameras, and their field of view
- The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens
- The location of the digital video recorder and alarm control panel

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our store, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The perimeter will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing. Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

Our alarm system will have motion detectors covering entryways and exits, hallways, the laboratory floor, storage rooms, and windows.

SECURITY MEASURES

BURGLARY ALARM SYSTEM

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system which meets the following requirements:

- A test signal shall be transmitted to the central station every twenty-four (24) hours.
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s).
- The system shall include at least one (1) holdup alarm for staff use.
- The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

PANIC BUTTONS AND INTERNAL COMMUNICATIONS

Panic buttons will be installed inside the facility.

BUILDING ACCESS

Employees will have access ID cards to allow them into the building. Only permitted employees will be allowed to enter into the laboratory. LabX has designated limited access areas. LabX will ensure that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, or service personnel.

All guests will be required to check-in at the front desk and wear a visitor badge that is visible at all times. Visitors will also be escorted by an employee during their time in the establishment..

SECURITY MEASURES

LIGHTING

The main objectives of our security lighting system at the laboratory is to illuminate dark areas and detect and recognize movement in the protected areas as well as ensure proper lighting in testing rooms. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

LabX will ensure that sufficient lighting requirements are met on the exterior between dusk and dawn. We will add external security lighting, including high flood spot lights to the facility. The facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will always be optimal for video capture.

FIRE SECURITY

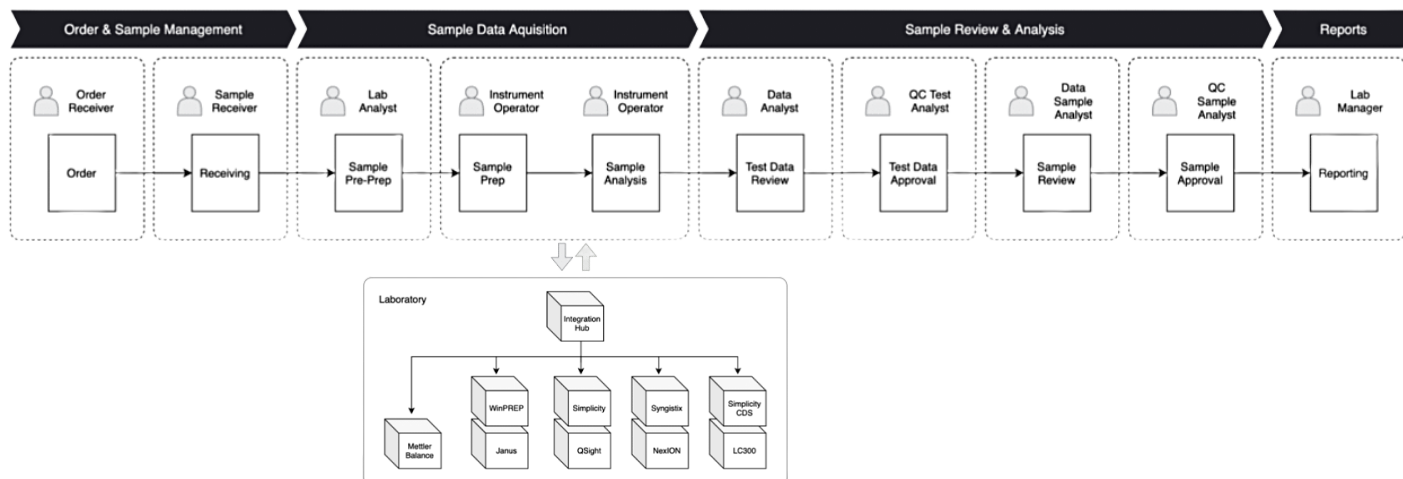
The Laboratory will comply with all local fire code requirements. Fire Prevention is a vital aspect of laboratory safety. As part of LabX's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

TESTING PROCEDURES

TESTING STANDARDS & PROCESS

Appropriate testing is critical to demonstrate that marijuana products do not contain harmful levels of contaminants or adulterants and are safe for public consumption. Specific testing may include, but is not limited to, the following:

- Cannabinoid testing and content (CBC, CBD, CBDA, CBG, CBN, THC, THCa, THCV, etc.)
- Terpene profile
- Pesticides/fungicides/plant growth regulators
- Residual solvents
- Heavy metals
- Microbiological contaminants (mold, insects, bacteria, etc.)



TESTING EQUIPMENT

The following testing equipment will be in the LabX facility.

- Mass Spectrometry (MS)
- Gas Chromatography (GC)
- Liquid Chromatography (LC)
- High Performance Liquid Chromatography (HPLC)
- Inductively Coupled Plasma (ICP)
- Atomic Absorption (AA)

The laboratory will keep controlled copies of the sampling plans at the laboratory, and the sampling plans will be available to laboratory personnel. Uncontrolled copies of the sampling plans will be available to samplers in the field. The laboratory will make the sampling plans available for inspection if requested.

PERSONAL EQUIPMENT

A sampler will wear the following items during the entire sampling process:

- Disposable protective coveralls or disposable lab coat or apron;
- Disposable nitrile gloves;
- Filtering dust mask;
- Safety goggles; and
- Hair net.

The sampler will change gloves between sampling different batches.

TESTING PROCEDURES

PERSONAL EQUIPMENT

A sampler will wear the following items during the entire sampling process:

- Disposable protective coveralls or disposable lab coat or apron;
- Disposable nitrile gloves;
- Filtering dust mask;
- Safety goggles; and
- Hair net.

The sampler will change gloves between sampling different batches.

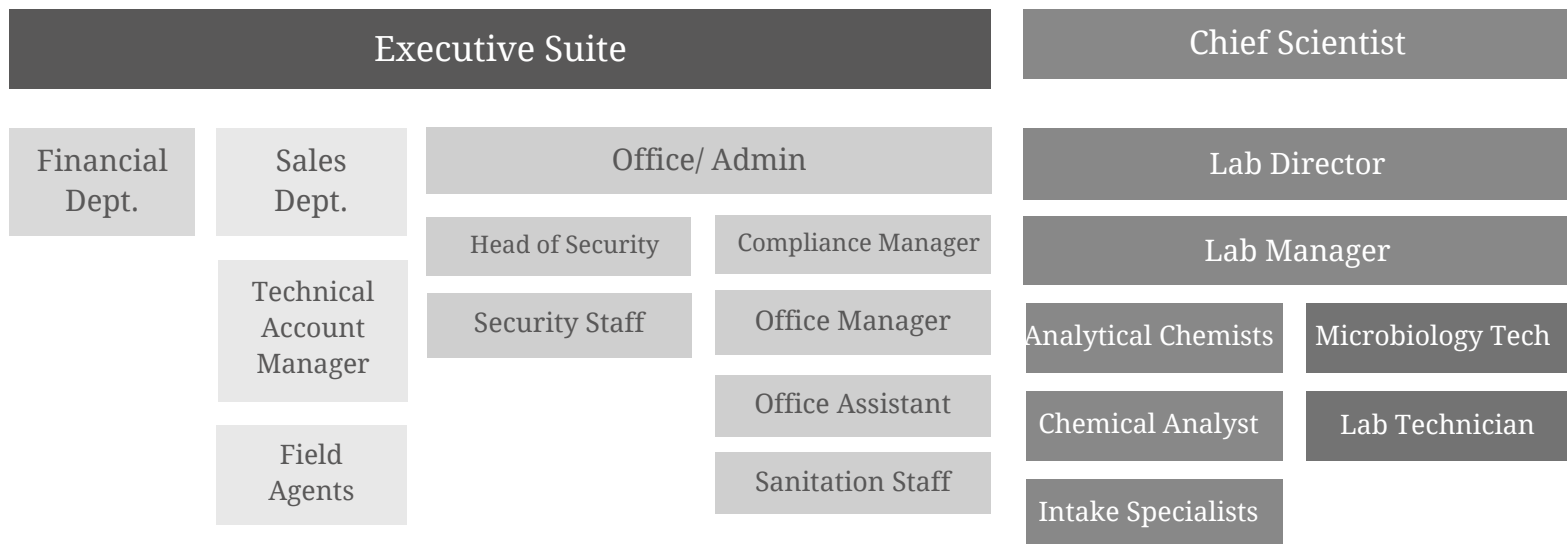
ORGANIZATIONAL STRUCTURE

LabX is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to fill various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry, which is why we decided to recruit experienced and qualified employees as foundational staff of the organization.

EXECUTIVE SUITE

Ricardo Corriea	Tyrone Gomes	TBD	Keith Boyd	Jessica Landress, Esq.
CEO	CSO	CFO	COO	VP of Compliance

LABX ORGANIZATIONAL CHART (HIGH LEVEL OVERVIEW)



Lab



labxgroup@gmail.com



Lic OF82096

5015 W. Ave L14 Ste. 4 Quartz Hill CA 93536

Phone 877-473-7979 Fax 661 368-0078

www.SOCALSBESTINSURANCE.COM

Letter of Intent/Will Serve

11/24/2021

From: Benjamin Landaverde

Ben@OGcannabisinsurance.com

To whom it may concern, Commonwealth Of Massachusetts

Re: Cannabis License Applicant: LabX Group, LLC dba LabX

Proposed Address: 393 E Main St. Southbridge, Massachusetts. 01550

Please accept this letter for the above reference business.

So. Cal's Best Insurance can provide the above applicant with General & Product Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, Workers Compensation Insurance, Commercial Auto Insurance and/or any other insurance coverage's the Commonwealth of Massachusetts or CCC requires, required limits of insurance and endorsements as it relates to the operations, location and industry of named applicant "LabX Group, LLC" and can be made effective for up to one year.

The deductible for each policy can be no higher than \$5,000 per occurrence

****Insurance coverage cannot be given without business showing proof of cannabis license compliance and in operation.****

Thank you,

Benjamin Landaverde

Benjamin Landaverde

License #OG80102

Phone 661.675.5635

ben@OGcannabisinsurance.com



RECORDKEEPING AND CASH HANDLING PROCEDURES

General Overview

LabX has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of LabX documents. Records will be stored at LabX in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that LabX is keeping and retaining all records as noted in this policy, LabX will review Corporate Records, Business Records, and Personnel Records to ensure completeness and accuracy of such documents as part of LabX's quarter-end closing procedures. In addition, LabX's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Laboratory Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:

- Annual Report
- Secretary of State Filings

Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with LabX including members, if any.

Personnel Records: At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- Code of Ethics;
- Whistle Blower policy;
- A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations;
- A personnel record for each marijuana establishment agent and laboratory agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with LabX and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - LabX will notify the Cannabis Control Commission no more than one business day after a Laboratory Agent ceases to be associated

- with LabX. The Agent's registration will immediately be void when the agent is no longer associated. 945 CMR 500.029(5)
- Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe laboratory conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Handling and Testing of Marijuana Records

- LabX will maintain the results of all testing for a minimum of one (1) year.

Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

Seed-to-Sale Tracking Records

- LabX will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Incident Reporting Records

- Within ten (10) calendar days, LabX will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by LabX for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

- A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

- When marijuana or marijuana products are disposed of, LabX will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two LabX agents present during the disposal or handling, with their signatures. LabX will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Waste disposal records as required under 935 CMR 500.105(12)

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

Transportation Records

- LabX will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

Agent Training Records

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

Closure

- In the event LabX closes, all records will be kept for at least two (2) years at LabX's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, LabX will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

Written Operating Policies and Procedures: Policies and Procedures related to LabX's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;

- Agent security policies, including personal safety and crime prevention techniques;
- A description of LabX's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any Laboratory agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices regarding LabX operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of LabX and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on LabX's website.
- Policies and procedures for the handling of cash on LabX premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;

- Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record Retention

LabX will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Cash Handling SOPs

LabX will engage a trusted and secure cash transport company to handle the transportation of our cash between our location and our banking establishment. Cash handling procedures are below, and cash handling records will be available on inspection.

LabX will prioritize creating a secure, guarded location on our business premises to ensure the safety of our staff and all transport company personnel who are engaged in the transportation of cash and products to and from our premises. LabX intends to use a local banking establishment. Internal and external security measures will allow for this safety.

LabX will implement internal security measures to ensure proper cash handling which include:

1. An on-site secured vault maintained in the limited access area. The vault can only be accessed by a Licensed Agents who are given access to the Limited Access Areas. The vault can be monitored 24 hours a day and accessed electronically through our access control system.
2. Cameras will also be focused on the where cash payments are made to ensure proper handling. There will be no need for cash multiple cash registers, there will be one area where cash is handled for payment of testing and cameras will be located at all those areas.
3. Cameras will also be in every area where cash is kept, handled, and packaged for transport to financial institutions.
4. Most payments will not occur via direct cash payment, as some testing may occur in bulk and LabX can receive payment for the testing directly from the marijuana establishment.
5. Every employee will be trained on the proper process for securing cash and transfer of deposits and that they are within the requirements provided by the financial institutions or DOR facilities.

6. LabX will engage with a professional armored vehicle service to pick up cash from the facility as needed as well as utilizing cashless ATM's and other financial APPs to limit and manage the cash on premises.
7. All written safety and security measures developed under 935 CMR 500.105(7) shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

Cash Pick Up SOPs:

- Couriers will call location when 15 minutes away.
- Expectation is that all cash deposits are bagged in bank approved plastic deposit bags and sealed prior to Cash Pickup arrival.
- Courier will provide a Customer Consignment Log on arrival of first pick up. This should be kept in the LabX safe and documented by a LabX employee upon every pickup.
 - Courier and LabX employee will both sign the log at the time of pick up.
- Courier will provide a paper and electronic manifest for signature. The total amount being deposited/transported, must be disclosed on the paper manifest.
- Courier will take photographs of the sealed cash deposit bag(s).
- Courier will take a photograph of the Customer's photo ID (agent card is acceptable).
- Courier will repeat these same procedures upon arriving at the bank.
- All deposits will be dropped at the bank on the same day of pick up.

Securing Protected Information

LabX is aware that required recordkeeping often involves the recording and storage of protected, confidential information. As such, LabX will keep and maintain records containing protected information at the licensed premises on physical storage devices stored within locked server enclosures which are kept inside security room. Access to the security room where protected information is contained is restricted to the Director of Security and other authorized personnel escorted by the Director of Security. At least one security camera will always be recording the security room access points. The security room as well as the surveillance recording storage area within the security room will be made accessible to law enforcement, the Commission, or the local licensing authority.

Copies of all protected information records will be uploaded and archived on a secure cloud storage system. The secure cloud storage system will be access-restricted through highly confidential login credentials and passwords. Cloud storage allows LabX to securely store protected information that, if requested by the Commission or Department, can be accessed, and provided to the Commission the relevant local jurisdiction, or any other state or local law enforcement agency on-demand.



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The Director of Security is responsible for immediately producing records of protected information that are to be shared with the Commission when requested. The secure cloud storage system will be constantly monitored for unauthorized changes and will comply with the rules set forth by the Commission and all applicable state and local laws, regulations, ordinances, and other requirements.

Information held by LabX about patients, personal caregivers, and agents is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law, provided however, the Commission may access this information to carry out official duties.

All records relating to protected information must be retained for at least two years. These records are to be made available to the Commission local law enforcement agencies, or local licensing authorities upon request.

Plan for Restricting Access to Age 21 and Younger

Pursuant to 935 CMR 500.050(5)(b), the facility operated by LabX, will only be accessible by registered agents 21 years of age or older with a verified and valid, government-issued photo ID. The LabX premises will not be open to the public, including any consumer. Upon entry into the premises of the marijuana establishment by an individual, a LabX agent will immediately inspect the individual's proof of identification and determine the individual's age and registered agent status, in accordance with 935 CMR 500.140(2). Failing confirmation that the individual is 21 years of age or older and a registered agent, the individual will be prohibited from entering the premises. Repeat offenders will be reported to local law enforcement.

In the event LabX discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m), as well as appropriate law enforcement. LabX will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), LabX will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. LabX will not engage in any advertising, marketing, and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard, or other outdoor advertising, including charitable, sporting, or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

LabX will not manufacture or sell any edible products. LabX will encourage all customers to not create products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).



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In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising, and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”**

LabX will not be packaging or creating products, only testing products, and disposing of products. Pursuant to 935 CMR 500.105(6)(b), LabX will ensure customers packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

LabX’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Energy Compliance

LabX will be implementing various methods of maintaining state of the art energy efficiency practices, such as installing more efficient equipment (lighting, cooling/heating, and dehumidification systems), to control energy costs and optimize energy performance by developing more comprehensive energy management programs. Energy management includes managing overall energy costs and reducing energy consumption through improved efficiency.

Policies and procedures for energy efficiency and conservation that shall include:

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

LabX will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and, if requested will provide energy and water usage reporting to the Commission in a form determined by the Commission.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). LabX will regularly check for such guidelines and continue to follow the Commission's standards.

LabX will be encouraging facility managers and employees to pay more attention to energy consumption, because we recognize it is essential for measuring improvements in energy efficiency over time.



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For indoor operations, LED lighting fixtures are being successfully applied to all rooms, saving up to 50% of the lighting energy compared to the standard practice. For cooling/heating and dehumidification, we are saving energy by using split ductless air conditioning units in place of standard rooftop units.

LabX will also take advantage of any relevant energy efficiency programs offered by local utility companies.

This plan will be evaluated annually to ensure LabX takes advantage of all opportunities for energy efficiency.

Maintaining of Financial Records

LabX operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500).

Confidential Information

Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Recordkeeping

Records of LabX shall be available for inspection by the Commission, on request. LabX will keep written business records and computerized records, available for inspection, and in accordance with generally accepted accounting principles including the following categories:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of Testing Marijuana Products; and
- Test results and records for all marijuana products that have been tested at the LabX facility.
- Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

Financial Inspections and Sales

The LabX will utilize a point-of-sale (POS) system approved by the Commission for all payments of marijuana product testing, in consultation with the DOR, and a sales recording module approved by DOR.

Pursuant to 935 CMR 500.140(6)(d), LabX will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, LabX will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. LabX will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request.

Further, LabX will cooperate with the Commission and the Department of Revenue to ensure compliance with all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

LabX will utilize separate accounting practices at the point of sale to track marijuana product testing sales and non-marijuana sales.

The LabX will follow all sales recording requirements under 935 CMR 500.140(5).

Business Records

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

Quality Control and Testing

Quality Control

LabX will comply with the following sanitary requirements:

1. Any LabX agent whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any LabX agent working in direct contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 1. Maintaining adequate personal cleanliness; and
 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. LabX hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in LabX production areas and where good sanitary practices require employees to wash and sanitize their hands and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. LabX facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. LabX will ensure that litter and waste are properly removed and disposed of to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. LabX floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. LabX facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. LabX buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;

9. LabX will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. LabX will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. LabX plumbing will be of adequate size and design, and adequately installed and maintained to carry enough water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. LabX will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. LabX will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. LabX will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

LabX vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

LabX will ensure that LabX facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

LabX will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by LabX to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.



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Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

LabX will ensure that any contract with a Marijuana Establishment includes language pertinent to the proper testing of marijuana and marijuana products prior to LabX delivery of such products, which will include the standards required under 935 CMR 500.160 (as further detailed below). LabX will not pick up marijuana or marijuana products that are not capable of being tested by an independent testing laboratory, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

LabX will be an Independent Testing Laboratory that will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: Application Requirements, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: Adult Use of Marijuana; 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).



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Testing of any marijuana products delivered by a marijuana establishment or picked up by LabX agents to be tested will in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of the environmental media used by cultivators will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. The marijuana delivered by a marijuana establishment or picked up by LabX will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. LabX acknowledges and understands that the Commission may require additional testing.

LabX will ensure that, for each marijuana establishment that it tests its products from, such marijuana establishment's policy of responding to LabX results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any LabX testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both the marijuana establishment and the LabX, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

LabX will maintain testing results in compliance with 935 CMR 500.000 et seq and the record-keeping policies described herein and will maintain the results of all testing for no less than one year. LabX acknowledges and understands that testing results will be valid for a period of one year and that marijuana or marijuana products with testing dates more than one year will be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.



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All transportation of marijuana to and from LabX will comply with 935 CMR 500.105(13). All storage of marijuana at a LabX will comply with 935 CMR 500.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the LabX returning excess marijuana to the marijuana establishment for disposal or by LabX disposing of it directly. All single servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than LabX which provided the initially failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initially failed testing result prior to remediation.

QUALIFICATIONS AND INTENDED TRAINING

LabX will ensure that all employees hired to work at an LabX facility will be qualified to work as a marijuana establishment agent and laboratory agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority. Laboratory Agents may not be employed by other types of Marijuana Establishments while employed as a Laboratory Agent at one or more Independent Testing Laboratories. Laboratory Agents are strictly prohibited from receiving direct or indirect financial compensation from any Marijuana Establishment for which the Laboratory Agent is conducting testing, other than reasonable contract fees paid for conducting the testing in the due course of work.

LabX will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. If LabX discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and LabX will notify the Commission within one (1) business day that the agent is no longer associated with the establishment. The Agent's registration will immediately be void when the agent is no longer associated. 945 CMR 500.029(5)

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of LabX's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of ongoing training annually.

All Lab's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission.

- LabX's new employees, including all registered agents that are involved in the handling or sale of Marijuana will complete the Responsible Vendor Program within 90 days of the date they are hired. 935 CMR 500.105(2).

- LabX's owners, managers, and employees will successfully complete the program once every year thereafter.
- Agents must receive four hours of ongoing training annually. The training must include at least four hours of active in-class or online instruction time by a Commission-certified Responsible Vendor Trainer." Participants must pass a written test with a score of 70% or better.
- LabX will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance.
- LabX's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, LabX's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Positions and Qualifications

Chief Scientist:

- Will plan, direct, coordinate, and oversee lab operations, ensuring development and implementation of efficient operations and cost-effective systems to meet current and future needs of the organization.
- Advanced degree in Biology, Chemistry, Business Administration or other industry-related field required; advanced degree preferred
- At least 5 years of industry-related experience including four years in an executive management required.
- In-depth knowledge of laboratory instruments and equipment.
- Strong Supervisory and leadership skills.
- The responsibility of recruiting, interviewing, and training staff for lab operations.
- Overseeing the daily workflow of the lab.
- Work with the Director of Compliance to ensure all methods and procedures are properly documented in written SOPs.
- Complies with and supports continuous improvement of the ISO 17025 accredited laboratory Quality Management System.
- Performs system suitability checks, preventive maintenance, and calibrates analytical instrumentation including GC/FID, GC/MS, LC/MS/MS, ICP-MS, etc;

Lab Manager:

- The individual will be responsible for maintenance of laboratory equipment, primarily High-Performance Liquid Chromatography (HPLC), Gas Chromatography (GC), Mass Spectrometry, Inductively Coupled Plasma Mass Spectrometry (ICP-MS) and other standard and non-standard analytical and microbiological instrumentation.
- B.S. degree in chemistry or related field required. 7 – 10 years of relevant laboratory experience. Masters or PhD is preferred.
- Previous experience in a cannabis testing lab and/or in a supervisory capacity is a plus.
- The Laboratory Manager will develop and validate methodology for potency and contaminant analyses in cannabis flower, concentrates and infused products as required by Cannabis Control Commission regulations.
- The Laboratory Manager will be responsible for training and supervision of a team of 3-5 scientists, performance reviews, promotions, and accounting of time worked on some of the tasks.
- Good technical writing skills in analytical chemistry [written and oral comprehension, written and oral expression]. Ability to integrate observations (visual and written, discrimination) into evaluation process.
- College math [mathematical reasoning, memorizing]. Ability to work at a fast pace without compromising accuracy or completeness, prioritize work assignments and handle stress [high productivity].

Lab Analyst:

- Reporting directly to the Lab Manager, the Analyst will be responsible for providing basic technical support and analysis within the Testing Laboratory.
- The Analyst I will have some experience in handling instrumentation analyses and will be able to work independently with minimal supervision.
- A B.Sc. degree preferably in Chemistry and a solid background and understanding of Chemistry is mandatory.
- Ability to work independently, while supporting a collaborative, team-based department.
- Experience working with pharmaceuticals or consumer products.
- It is their responsibility to provide quality assurance, lab safety, and accurate results daily.

Lab Technician:

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- At least a High School diploma and some college-level experience/coursework in microbiology, biology, or related field of study.
- The ability to follow established SOPs.
- Follows procedures for logging and processing of samples for analysis
- Assures proper calibration and function of laboratory measuring equipment
- Demonstrated skills using common word processing and spreadsheet software applications.

Sales Executive:

- The Sales Executive is responsible for generating new business, as well as maintaining and deepening our existing customer relationships. This includes sourcing, coordinating with, and meeting potential customers in the industry that have cannabis testing needs.
- Primary areas of focus are identifying new customers, promoting existing customer retention, and successfully onboarding new accounts.
- Partner with cannabis professionals to educate them regarding testing requirements and benefits that this client delivers (our value proposition).
- Implement industry knowledge to strengthen our existing customer relationships and broaden our lead pipeline.
- Proven work experience as sales representative in Cannabis Sales/lab Services
- A high school diploma (or GED) and at least three (3) years of related sales experience.
- Knowledge of chemistry and analytical laboratory principles, terminology, practices, techniques, and instrumentation.
- Over the age of 21 and able to pass a background check.

Receptionist:

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- High School Education or GED; Associates Degree preferred.
- 2 years of administrative experience; 4 years related experience preferred.
- General product knowledge.
- Excellent customer service and verbal communication skills.
- Basic computer and mathematical skills
- Competent in Microsoft Word, Excel, Outlook, PowerPoint
- Must be and remain compliant with all legal or company regulations for working in the industry
- While performing the duties of this job, must be able to regularly reach, grasp, bend, stand, walk, sit, talk, and listen.
- May occasionally need to lift and/or move up to 25 pounds as it relates to the office environment.
- Must be able to sit and/or stand for extended periods of time while maintaining focus

Sample Pick Up Staff-Drivers:

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- High School Education or GED.
- Must have a valid driver's license and a clean driving record.
- Able to follow standard operating procedures.
- Work with state-specified Seed-To-Sale tracking system (Metrc) to process orders.
- Must be able to work in a sterile, safe environment. Lab coats, foot coverings, gloves, surgical face masks, and hairnets are in use to minimize contamination.
- Customer-focused and able to interact with Customers in a positive and professional manner.
- Able to comprehend the cannabis regulations for Massachusetts and able to explain regulations to customers as needed.

Staffing Manager:

- A rapidly growing Executive Search and Staffing Firm in the Cannabis industry seeks an experienced Staffing Manager to join their team.
- As the Staffing Manager, you will help identify and secure new clients. You will also identify, screen and place candidates based on the client's staffing requirements.

Compliance Associate:

- LabX, an independent laboratory operator, is seeking a Compliance Associate to join their growing corporate team.
- Have an in-depth understanding of all applicable existing and recent cannabis laws in Massachusetts.
- This role will report to the Director of Compliance and be an integral part of the organization's growth.

Account Representative:

- The Account Representative will be responsible for connecting with Product Manufacturers and Cultivators across Massachusetts to ensure inventory is coming to the laboratory to be tested.
- This individual will be responsible for communication and ordering of products from their accounts.
- The Account Representative will be reporting to the Sales Manager and must have a proven background selling business to business, with the ability and hunger to acquire new clients.

Security Specialist:

- Must be a US citizen
- Must be at least 21 years old
- Must be fluent in English with the ability to read and understand printed regulations, written orders and instructions;
- Excellent written/oral communication skills are required;
- Must be able to maintain poise and self-control under stress;
- Capable of performing all normal emergency security duties and responsibilities.
- A background check will be conducted.
- Must have reliable transportation to and from work.
- In-state travel may be required daily as part of work duties in company provided vehicles. All travel will be completed during work hours and duties.
- Must have a valid driver's license with a clear driving record. No suspensions or alcohol related charges within the last 5 years.
- Additional job duties as described by the Security Supervisor and/or Deputy Chief of Security.
- Documented 2 years of security experience
- OR Military experience
- OR Degree in Criminal Justice/Law enforcement or closely related field

1) Purpose:

LabX, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not accepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; or
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink, or other products.

Close Associate means a Person who holds a relevant managerial, operational, or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L.

c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).



Independent Testing Laboratory
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Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment, or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC)

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. LabX management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

4) Alcohol, Smoke, and Drug-Free Workplace

1. LabX believes in a drug-free, healthy, and safe workplace.
2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. LabX will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs

5) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with LabX and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. A copy of the application that LabX submitted to the Commission on behalf of any prospective LabX agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for LabX Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training; Laboratory Agent Training
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
 - a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. and reviewed by either Chief Compliance Officer and/or Human Resources;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from LabX to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;

- f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required because of an incident.

6) Key Staff

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

Chief Executive Officer: Ricardo Correia

Chief Operating Officer: Keith Boyd

VP of Compliance: Jessica Landress

Head of Security: TBD

7) External Agencies / Departments

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

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Southbridge Fire Department:	(508) 764-5430
Southbridge Health Department:	(508) 764-4252
Southbridge Police Department:	(508) 764-5420
Southbridge City Hall:	(508) 764-5404

8) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities; and
2. Security checks are in place at the front security desk to ensure unauthorized individuals do not gain access to LabX facility.

9) Agent Background Checks

1. In addition to completing the agent registration process, all agents hired to work for LabX will undergo a detailed background investigation prior to being granted access to LabX or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Concealed weapon permits;
 - d. DEA controlled substance registrations;
 - e. Professional licenses;

- f. Driver's license information;
 - g. Docket search of state and federal criminal & civil actions;
 - h. Credit check;
 - i. Bankruptcies, liens & judgments; and
 - j. Healthcare licenses & sanctions.
3. References provided by the agent will be verified at the time of hire.
4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by LabX or the Commission.

10) Agent Training

1. LabX will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program under 935 CMR 500.105(2)(b).
3. Agents responsible for tracking and entering products into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

10.1 Specific Training Requirements

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

1. New hire orientation
 - a. Overview of LabX and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all LabX agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including LabX's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

11) Responsible Vendor Training

1. All current owners, managers and employees of LabX that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of

- licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
3. LabX Agents must first take the Basic Core Curriculum.
 4. On completing the Basic Core Curriculum, a LabX Agent is eligible to take the Advanced Core Curriculum.
 5. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
 6. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor" Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
 7. LabX will maintain records of Responsible Vendor Training Program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority on request during normal business hours.

12) Job Descriptions

12.1 Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for LabX, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to LabX agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of LabX facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of LabX facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of LabX agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;

12.2 Security Agent

Security Agents monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the LabX facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat which jeopardizes registered patients, caregivers, authorized visitors, and LabX agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the LabX facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort LabX agents from the facility during non-business hours and perform security checks at designated intervals.

12.3 Chief Scientist

- Will plan, direct, coordinate, and oversee lab operations, ensuring development and implementation of efficient operations and cost-effective systems to meet current and future needs of the organization.
- Advanced degree in Biology, Chemistry, Business Administration, or other industry-related field required; advanced degree preferred
- At least 5 years of industry-related experience including four years in an executive management required.
- In-depth knowledge of laboratory instruments and equipment.
- Strong Supervisory and leadership skills.
- The responsibility of recruiting, interviewing, and training staff for lab operations.
- Overseeing the daily workflow of the lab.
- Work with the Director of Compliance to ensure all methods and procedures are properly documented in written SOPs.
- Complies with and supports continuous improvement of the ISO 17025 accredited laboratory Quality Management System.
- Performs system suitability checks, preventive maintenance, and calibrates analytical instrumentation including GC/FID, GC/MS, LC/MS/MS, ICP-MS, etc;

12.4 Lab Manager

- The individual will be responsible for maintenance of laboratory equipment, primarily High-Performance Liquid Chromatography (HPLC), Gas Chromatography (GC), Mass Spectrometry, Inductively Coupled Plasma Mass Spectrometry (ICP-MS) and other standard and non-standard analytical and microbiological instrumentation.
- B.S. degree in chemistry or related field required. 7 – 10 years of relevant laboratory experience. Masters or PhD is preferred.
- Previous experience in a cannabis testing lab and/or in a supervisory capacity is a plus.
- The Laboratory Manager will develop and validate methodology for potency and contaminant analyses in cannabis flower, concentrates and infused products as required by Cannabis Control Commission regulations.
- The Laboratory Manager will be responsible for training and supervision of a team of 3-5 scientists, performance reviews, promotions, and accounting of time worked on some of the tasks.
- Good technical writing skills in analytical chemistry [written and oral comprehension, written and oral expression]. Ability to integrate observations (visual and written, discrimination) into evaluation process.
- College math [mathematical reasoning, memorizing]. Ability to work at a fast pace without compromising accuracy or completeness, prioritize work assignments and handle stress [high productivity].

12.5 Lab Analyst

- Reporting directly to the Lab Manager, the Analyst will be responsible for providing basic technical support and analysis within the Testing Laboratory.
- The Analyst I will have some experience in handling instrumentation analyses and will be able to work independently with minimal supervision.
- A B.Sc. degree preferably in Chemistry and a solid background and understanding of Chemistry is mandatory.
- Ability to work independently, while supporting a collaborative, team-based department.
- Experience working with pharmaceuticals or consumer products.
- It is their responsibility to provide quality assurance, lab safety, and accurate results daily.

12.6 Lab Technician

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- At least a High School diploma and some college-level experience/coursework in microbiology, biology, or related field of study.
- The ability to follow established SOPs.
- Follows procedures for logging and processing of samples for analysis
- Assures proper calibration and function of laboratory measuring equipment
- Demonstrated skills using common word processing and spreadsheet software applications.

12.7 Sales Executive

- The Sales Executive is responsible for generating new business, as well as maintaining and deepening our existing customer relationships. This includes sourcing, coordinating with, and meeting potential customers in the industry that have cannabis testing needs.
- Primary areas of focus are identifying new customers, promoting existing customer retention, and successfully onboarding new accounts.
- Partner with cannabis professionals to educate them regarding testing requirements and benefits that this client delivers (our value proposition).
- Implement industry knowledge to strengthen our existing customer relationships and broaden our lead pipeline.
- Proven work experience as sales representative in Cannabis Sales/lab Services
- A high school diploma (or GED) and at least three (3) years of related sales experience.
- Knowledge of chemistry and analytical laboratory principles, terminology, practices, techniques, and instrumentation.
- Over the age of 21 and able to pass a background check.

12.8 Sample Pick-Up Drivers

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- High School Education or GED.
- Must have a valid driver's license and a clean driving record.
- Able to follow standard operating procedures.
- Work with state-specified Seed-To-Sale tracking system (Metr) to process orders.
- Must be able to work in a sterile, safe environment. Lab coats, foot coverings, gloves, surgical face masks, and hairnets are in use to minimize contamination.
- Customer-focused and able to interact with Customers in a positive and professional manner.
- Able to comprehend the cannabis regulations for Massachusetts and able to explain regulations to customers as needed.

12.9 Receptionist

- The incumbent must possess or can obtain a State approved license and background check and be over the age of 21.
- High School Education or GED; Associates Degree preferred.
- 2 years of administrative experience; 4 years related experience preferred.
- General product knowledge.
- Excellent customer service and verbal communication skills.
- Basic computer and mathematical skills
- Competent in Microsoft Word, Excel, Outlook, PowerPoint

- Must be and remain compliant with all legal or company regulations for working in the industry
- While performing the duties of this job, must be able to regularly reach, grasp, bend, stand, walk, sit, talk, and listen.
- May occasionally need to lift and/or move up to 25 pounds as it relates to the office environment.
- Must be able to sit and/or stand for extended periods of time while maintaining focus.

13) Confidentiality

1. Information held by LabX is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. LabX agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. METRC seed-to-sale tracking system, harbors the technology required to abide with regulatory standards and prevent theft.
5. All hardware is managed and maintained internally.
6. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
7. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
8. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

LabX will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. LabX will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

LabX complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

LabX will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, LabX's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line to protect the recipient's privacy.

14) Whistleblower Policy

1. It is LabX's intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. LabX, therefore, encourages staff to report any reasonable belief that a legal violation or breach of LabX policies have potentially occurred due to any practice or activity by LabX or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a LabX agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes LabX's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable LabX to investigate the matter.
5. LabX will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will LabX tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, LabX will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

15) Code of Business Conduct and Ethics

1. LabX expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable, and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs.
3. Grounds for suspension and/or termination:
 1. Supplying false or misleading information when applying for employment, or at any time during employment;
 2. Altering or falsifying records;
 3. Possessing weapons or illegal substances on the premises;
 4. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with LabX;
 5. Theft or unlawful possession of stolen, lost or mislaid property of LabX, including records, or the property of a customer or another employee;
 6. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 7. Refusal or failure in performing assigned work, or any act of insubordination;
 8. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 9. Negligence or carelessness;
 10. Abusing, defacing or destroying LabX property;
 11. Excessive tardiness and/or absenteeism;
 12. Uttering, publishing, or distributing false, vicious, or malicious statements concerning LabX or any of its employees, vendors or customers;
 13. Performance of duties that, as determined by such employee's supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to LabX or its customers;
 14. Exceeding one's authority;
 15. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
 16. Committing any act which (a) shocks, insults or offends the community; (b) brings LabX or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon LabX or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of LabX.
 17. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
 18. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.

19. Making unauthorized representations or claims about Company's products or unlawful medical claims about Company's products.

15.1 Competition

1. Transparent, fair conduct in the marketplace is in everyone's best interests. For us to maintain our own image as a reliable and responsible partner, LabX Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
2. This includes the principle that the interests of LabX must be kept strictly separate from the personal interests of employees involved in all business matters.
3. LabX stipulates that the following guidelines must be observed in terms of conduct about corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts regarding third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers, or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies

15.2 Corruption and the Acceptance of Benefits

1. LabX Agents are obliged to firmly stand up against any form of corruption, bribery, and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. LabX Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.
4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. LabX employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.

6. Our company also has clear internal rules on donations and sponsorship relationship between the service provided and the service in return.
7. LabX does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstance.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

15.3 Conflicts of Interest

1. As part of their work, LabX Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. Laboratory Agents may not be employed by other types of Marijuana Establishments while employed as a Laboratory Agent at one or more Independent Testing Laboratories.
3. To minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of LabX.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, LabX will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving LabX suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
4. Questionable activities may also include serving on the board of directors of a company doing business with LabX, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
5. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - c. A Close Associate;

or otherwise including, but not limited to:

- i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
- e. A Person or entity appointed as a receiver.
6. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
7. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

16) Americans with Disabilities Act (ADA)

1. LabX is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. LabX Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. LabX is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
9. This policy is neither exhaustive nor exclusive.
10. LabX is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

17) Dismissal of Marijuana Establishment and Laboratory Agents

1. LabX asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. LabX reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in LabX's group health plan at their own expense for at least eighteen (18) months.
6. LabX will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. LabX will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to LabX's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the
9. Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
10. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

18) Exit Interview

1. Agents who resign from LabX are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at LabX and to gather suggestions for how LabX can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both LabX and agents.
4. As a result, LabX does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.
5. LabX shall notify the Commission no more than one business day after a Laboratory Agent ceases to be associated with the Independent Testing Laboratory. The Laboratory Agent's registration shall be immediately void when the agent is no longer associated with the Independent Testing Laboratory.

19) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

Alcohol, Smoke, and Drug- Free Workplace

1. Purpose

LabX commits to an Alcohol, Smoke, and Drug-Free Workplace. Alcohol and drug abuse pose a threat to the health and safety of LabX agents and the security of the company's equipment and facilities. LabX is committed to the elimination of drug and alcohol use and abuse in the workplace.

2. Definitions

Drugs and Alcohol: Agents are not allowed to be intoxicated, possess, or use legal or illegal drugs or alcohol at LabX.

Illegal drug: A substance whose use or possession is controlled by federal law but is not being used or possessed under licensed healthcare professionals' supervision. Notable Exceptions apply to medical cannabis so long as the agent has a current, valid prescription from a state with an operational medical marijuana program. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

Other Jurisdictions: The United States, another state, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Premises: Any indoor or outdoor location over which LabX or its Agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Refuse to cooperate: To obstruct the collection or testing process; to submit an altered, adulterated, or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide a specimen for testing when directed to do so, without a valid medical basis for the failure. Agents who leave the scene of an accident without justifiable explanation before submission to drug and alcohol testing will also be considered to have refused to cooperate and automatically be subject to discharge.

Smoking: Smoking includes the lighting of a cigar, cigarette, pipe, or other tobacco product or possessing a lighted cigar, cigarette, pipe, or other tobacco or non-tobacco product designed to be combusted and inhaled. Smoking shall be prohibited in workplaces, workspaces, common work areas, offices, hallways, agent lounges, staircases, restrooms.

Under the influence of alcohol: An alcohol concentration equal to or greater than .04, or actions, appearance, speech, or body odor that reasonably cause a supervisor to conclude that an agent is impaired because of alcohol use.

Under the influence of drugs: This is a confirmed positive test result for illegal drug use per this policy. Also, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

3. Responsibilities

This Policy applies to all agents or individuals affiliated with LabX, whether paid or unpaid. LabX management will update this policy as needed per regulation change or other mandates. This Policy will be reviewed at a minimum annually.

4. Policy

4.1. Pre-employment.

1. All applicants may be subject to a drug test before beginning work or receiving an offer of employment.
2. Refusal to submit to testing will result in disqualification of further employment consideration.
3. Consideration will be given to those who test positive for marijuana due to recreational legalization; however, the use of marijuana or intoxication on LabX premises is prohibited.

4.2. Work Rules.

1. Agents should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.
2. This policy does not prohibit agents from the lawful use and possession of prescribed medications, including medical marijuana, given the agent has a current, valid prescription from a state with an operational medical marijuana program.
3. LabX will also not allow agents to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively.
4. Agents taking prescribed medication must carry it in the container labeled by a licensed pharmacist/dispensary or be prepared to produce it if asked.
 - a. Agents should not, however, disclose to LabX underlying medical conditions unless directed to do so.
5. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

4.3. Reasonable Suspicion.

1. Agents are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment.
2. A member of the management team should be consulted before sending an agent for testing.

4.4. Post-Accident

1. Agents are subject to testing when they cause or contribute to accidents that seriously damage a LabX vehicle (if applicable), machinery, equipment, or property or
2. result in an injury to themselves or another agent requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the incident.
3. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury. An agent who was operating a motorized vehicle is found to be responsible for causing the accident.
4. In any of these instances, the investigation and subsequent testing must occur within two hours following the accident, if not sooner.

4.5. Collection and Testing Procedures.

1. Agents subject to alcohol testing should be driven to a LabX designated facility and directed to provide breath specimens.
 - a. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the agent.
 - b. If an agent's breath alcohol concentration is .04 or more, a second breath specimen should be tested approximately 20 minutes later.
 - c. The results of the second test should be determinative.
 - d. However, alcohol tests may be a breath, blood, or saliva test at the company's discretion. For this policy's purposes, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.
2. Applicants and agents subject to drug testing should be sent to a LabX designated medical facility and directed to provide urine specimens.
3. Applicants and agents may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens.
4. Collected specimens should be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, and propoxyphene use.
5. The laboratory should screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

4.6. Follow-up Testing.

1. Agents who have tested positive or otherwise violated this policy are subject to discipline, up to and including termination.

2. Depending on the circumstances and the agent's work, history/record, LabX may offer an agent who violates this policy or tests positive the opportunity to return to work on a basis under mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by LabX for a minimum of six months but not more than one year as well as a waiver of the right to contest any termination resulting from a subsequent positive test.
3. If the agent either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the agent will be subject to immediate discharge from employment.

4.7. Consequences.

1. Applicants who refuse to cooperate in a drug test or test positive will not be hired and will not reapply/retest in the future.
2. A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)
3. Agents who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated.
4. The first time an agent tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.
5. Agents will be paid for time spent in alcohol or drug testing and then suspended pending the drug or alcohol test results.
6. After the test results are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of the management team.
7. Should the results prove harmful, the agent will receive back pay for suspension times/days.

4.8. Confidentiality.

1. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.
2. Such records and information may be disclosed among managers and supervisors on a need-to-know basis. They may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an agent or applicant.

4.9. Inspections.

1. LabX reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband.
2. All agents, contract agents, and visitors may be asked to cooperate to inspect their persons, work areas, and property that might conceal a drug, alcohol, or other contraband.

3. Agents who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

4.10. Crimes Involving Drugs.

1. LabX prohibits all agents from manufacturing, distributing, dispensing, possessing, or using an illegal drug in or on company premises or conducting company business.
2. LabX agents are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.
3. LabX does not desire to intrude in its agents' private lives but recognizes that agents' off-the-job involvement with drugs and alcohol may impact the workplace. Therefore, LabX reserves the right to take appropriate disciplinary action for drug use, sale, or distribution while off company premises.
4. All agents convicted of, plead guilty to, or are sentenced for a crime involving an illegal drug are required to report the conviction, plea, or sentence immediately to management, which will be reported to the Commission within (5) days.
5. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the charges' nature of the agent's record with LabX.

4.11. Substance Addiction Services.

LabX agents will be advised by the Bureau of Substance Addiction Services (BSAS), which oversees the statewide system of prevention, intervention, treatment, and recovery support services for individuals, families, and communities affected by gambling and substance addiction.

4.12. Enforcement.

1. The LabX management team is responsible for policy interpretation, administration, and enforcement.
2. Grounds for immediate termination and revocation of the Agent Registration Card.
3. Each of the following, in and of itself, constitutes grounds for termination, revocation of Agent Registration Card, and will be reported to the Commission.
 - e. Fraudulent use of an Agent Registration Card includes tampering, falsifying, selling, transferring, distributing, or giving marijuana to any unauthorized person.
 - a. Conviction, guilty plea, a plea of *nolo contendere*, or admission to enough facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.

- b. A conviction of a felony drug offense in the Commonwealth or a like violation of other jurisdictions' laws shall be adequate grounds for the revocation of ME Agent Registration Card.

5. Related Documents

[SOP Marijuana Establishment Agent and Registration Card](#)

[Confidentiality Policy](#)

6. References

935 CMR 500.032 Revocation of a Marijuana Establishment Agent Registration Card; 500.105 General Operational Requirements for Marijuana Establishments, (1) Written Operating Procedures (k); [Bureau of Substance Addiction Services \(BSAS\)](#)

1) Purpose:

LabX, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to staffing plans, business hours, and hiring plans in the Marijuana Establishment. LabX management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. The Chief Operating Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis.
2. Hiring procedures include: internal and external posting of the position, candidate interviews, reference checks, and background checks.
3. LabX is dedicated to hiring local Southbridge residents, when possible.
4. LabX's available jobs will be posted on internet job boards such as Indeed.com, at cannabis staffing firms such as Vangst, and communicated via job fairs such as those held by BestHire.com as well as LabX itself.
5. LabX is committed to building a professional environment for all of our agents.
6. LabX is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with LabX agents, registered patients, vendors, and the community at large.
7. LabX seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
8. To promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
9. LabX will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
10. Agents are expected to be present during department meetings as well as company-wide meetings.

4) Hiring Process

1. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
2. All offers will be contingent upon the successful completion of all required background investigations, including a CORI, agent registration, and proof of employment eligibility in the U.S.
3. LabX will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.
4. LabX will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing.

1. As a condition of employment, new agents will complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”).
2. Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually.
3. A minimum of four (4) hours of training may be from the Responsible Vendor Training Program. Any additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.
4. Any training not specific to Responsible Vendor Training may be conducted in-house by LabX, a third-party vendor or any basic on the job training by LabX, may be counted toward the eight (8) hour total training requirements.

Training will include, at minimum:

- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and POS Systems
- Quality Assurance

6) Estimated Staffing Levels

1. During our hours of operation (which are subject to change), LabX Agents will be available for all testing and pick-up needs.
2. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.
3. A LabX Manager will be on shift at all times.

7) Organizational Structure

1. LabX encourages employee development and empowerment.
2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The Manager of the assigned department is responsible for oversight of the agents.
4. The Chief Executive Officer oversees staff assigned to the Human Resources (HR) department.
5. The Chief Operating Officer and Chief Executive Officer will oversee the operation.

8) Staffing Records

Personnel Records at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with LabX and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

9) Hours of Operation and After-Hours Contact

1. LabX will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000.
2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

Monday – Sunday: 10:00 AM- 8:00 PM

9.2 After-Hours Contact Information

Ricardo Correia
201-923-1428

LabX will update the after-hours contact information and business hours in accordance with 935 CMR 500.000.

10) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

Workplace Safety

1) Purpose:

LabX, a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed workplace safety policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not accepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all workplace safety policies in the Marijuana Establishment. LabX management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. LabX promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards.

protective equipment assessment, a fire protection plan, and an emergency action plan.

3. In accordance with 935 CMR 500.105(3)(c), LabX will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

4) Agent Health and Safety Program

1. Eight basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:
2. Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazards.
3. Safe Work Procedures:
 - a. Dealing with wet surfaces;
 - b. Wearing proper personal protective equipment and clothing;
 - c. Handling solvents with use of protective gloves and proper ventilation; and
 - d. Using proper body mechanics when lifting heavy objects.
4. Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
5. Safety Inspections—regular safety inspections throughout the Facility, which will help identify workplace hazards so that Agents can be eliminated or controlled.
6. Incident Investigation—determine cause of accident or injury and implement preventive measures.
7. Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
8. First Aid—determine what level of first aid is necessary on-site.
9. Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.
10. An annual Health and Safety Program review will be carried out to address current concerns.

5) Health and Safety Responsibilities

All agents will complete mandatory safety training sessions. LabX agents and LabX management will have specific responsibilities to ensure health and safety at LabX facility:

5.1 Health and Safety Responsibilities for LabX Management

1. Ensure the health and safety of all agents;
2. Correct any workplace conditions that are hazardous to the health and safety of agents;

3. Inform agents about any remaining hazards;
4. Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
5. Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
6. Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
7. Provide agents with education, supervision, and training specific to the Facility and equipment used to cultivate, process and manufacture marijuana and marijuana products; and
8. Perform ongoing reviews of policies and procedures and update as needed.

5.2 Health and Safety Responsibilities for LabX Agents

1. Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
2. Comply with all regulations and other legal requirements;
3. Follow established safe work procedures;
4. Use the required personal protective equipment;
5. Refrain from horseplay or similar conduct that may endanger others;
6. Ensure individual ability to work safely is not impaired by drugs or alcohol;
7. Report accidents and other incidents (including near misses) to management; and
8. Report the following to their supervisor:
 - a. A hazard that might endanger LabX agents;
 - b. A problem with personal protective equipment or clothing; and
 - c. Any suggestions to improve workplace safety.

6) Cleanliness & Sanitation Training

LabX will combine its existing successful agent training program, supplemented with Commission rules and cannabis-specific training to provide exhaustive training curricula to all agents. LabX's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

1. USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
2. Product care, inspection, and maintenance techniques.
3. Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
4. Hygiene training for employees who handle cannabis with specific attention to preventing established processes

7) Agent Hygiene Practices

1. LabX agents will follow thorough hygienic practices and will maintain adequate personal cleanliness.
2. All LabX agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated.
3. Hand-washing facilities will be placed conveniently within the LabX facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials.
4. All LabX agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.
5. Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

8) Hazard Communications Plan

1. LabX's Hazard Communication policies and procedures shall ensure LabX is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements.
2. All levels of supervision will be held accountable for the safety of those employees under their direction.
3. Copies of LabX's Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.
4. LabX's Hazard Communication policies and procedures shall, at a minimum, address the following:
 - a. Informing employees of hazardous chemicals used at LabX.
 - b. Use of labels and other forms of warning. Use of Material Safety Data Sheets (MSDS).
 - c. Procedure with respect to hazardous non-routine tasks.
 - d. Maintaining a list of known hazardous chemicals used by employees and independent contractors.
 - e. Communication of hazards.
 - f. Training of employees and independent contractors.

5. LabX Facility Manager and Chief Operations Officer or other senior manager will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:
 - a. Implementation of LabX's Hazard Communication policies and procedures.
 - b. Ensure that OSHA records are always maintained.
 - c. Train all LabX employees and visiting independent contractors.
 - d. Provide documentation of all training and communications to the Human Resources Manager.

9) Personal Protective Equipment (PPE)

1. LabX's personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE.
2. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter.
3. Employees will always wear appropriate PPE.
4. All managers, will implement all aspects of LabX's PPE policies and procedures, including:
 - a. Understanding of the applicable federal, state, and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
 - b. Reviewing hazard assessments to determine the need for PPE.
 - c. Acquiring the correct PPE.
 - d. Training employees on the use of PPE.
 - e. In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
 - f. Ensuring PPE is available, provided and documented.
 - g. Conducting hazard specific training for the use of PPE.
 - h. Establishing inspections, maintenance, and replacement procedures to make sure damaged PPE is not used.

All Managers will:

1. Ensure all employees wear the appropriate PPE.
2. Ensure that all employees have completed PPE training.
3. Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
4. Comply with PPE policies as required and support the PPE program as necessary.
5. Participate in quarterly training for the use and maintenance of PPE.
6. Replace all damaged PPE.

Employees will:

1. Inspect PPE before use and ensure proper maintenance.

10) Assessment

1. For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard.
2. PPE will be selected to protect against any hazard that is present or likely to be present.
3. PPE selections will be compliant with all applicable federal (accepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.
4. All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task.
5. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.
6. Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

11) Fire Protection Plan

1. All LabX employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected.
2. The Facility Manager and the Chief Operations Officer or other senior manager are responsible for the control of accumulation of flammable or combustible waste materials.
3. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)
4. All LabX agents will be trained on and are responsible for understanding the following Safe Code of Work Practices:
 - a. Flammables, including datasheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
 - b. Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
 - c. Care must be taken not to block potential escape routes, particularly with flammable materials.
 - d. Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.
5. Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems.

2. These protocols ensure the safety of all personnel in an emergency situation.
3. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures.
4. All LabX employees will adhere to the policies and SOPs in this manual.
5. All employees will have proper training in emergency preparedness as a condition of employment.

13.1 Response to a Medical Emergency

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

13.2 Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
 - Voice communication
 - Phone paging
 - Radio
- Fight the fire ONLY if:
 - The fire department has been notified
 - The fire is small and not spreading to other areas
 - Escaping the area is possible by backing up to the nearest exit
 - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
 - Leave the building using designated escape routes
 - Assemble in the designated area
 - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
 - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
 - Coordinate an orderly evacuation of personnel
 - Perform an accurate headcount of personnel reported to the designated area
 - Determine a rescue method to locate missing personnel
 - Provide fire department personnel with the necessary information about the facility

13.3 Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

- Be calm and listen,
- Do not interrupt the caller,
- Record your name, time, and date,
- Record the following about the caller's identity:
 - Sex (Male or female)
 - Adult or juvenile
 - Origin of call (local, long distance, telephone booth):
 - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
 - Accent: local/not local, foreign/regional, race
 - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
 - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
 - Language: excellent, good, fair, poor, foul
 - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
 - When will it go off
 - Where is it located
 - What kind of bomb
 - What kind of package
- While on the phone or handling the person, deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible, call 911 and all company emergency contacts.

13.5 Flood

- Stay calm and await instructions from designated emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

13.6 Blizzard

- Stay calm and await instructions from designated emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
 - Close off unneeded rooms or areas
 - Stuff towels or rags in cracks under doors

- Cover windows
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight warm clothing, if available.

13.7 Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, refresher training annually and as needed throughout the year:

1. If a firearm is displayed, Agents should assume it is real and loaded.
2. Agents should not do anything that would jeopardize their safety or the safety of others.
3. Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
4. Agents should activate alarms ONLY if Agents can do so safely and without detection.
5. Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
6. If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
7. Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
8. Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
9. Agents should note the type of weapon used by the robber and where he or she carried it.
10. Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
11. Agents should try to remember exactly what the robber(s) said.
12. Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

engaged in shooting or attempting to shoot people in a confined and populated area.” LabX will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.
- 2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or “play dead” to avoid detection. Employees should also:
 - Cover windows and draw blinds
 - Turn off radios and computer monitors
 - Keep out of sight
 - Silence cell phones and remain as quiet as possible

Confront the Shooter (FIGHT): If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling “Gun!”, throwing items at the shooter’s head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

13) Emergency Training

1. LabX will prioritize frequent training, so all employees are familiar with the contents of the emergency management plan.
2. LabX will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize the participation of employees and management.
3. Due to the severity of many emergencies, LabX will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill.

4. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

14) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

Diversity Plan

I. INTRODUCTION

LabX Group LLC (“LabX”) is an Independent Testing Laboratory located in Southbridge, Massachusetts. LabX is committed to creating a diverse workforce that promotes equity among minorities, women, veterans, people with disabilities, and LGBTQ+. It is the belief of LabX that the more diverse and inclusive our workforce is, the more successful LabX will be. In order to achieve this success, LabX will implement, at the minimum, the following plan to increase diversity and inclusion. LabX is focused on prioritizing those people who have suffered at the hands of social injustice, specifically those who identify as minorities, women, veterans, people with disabilities, and LGBTQ+. In areas such as hiring, community engagement, social activism, and more, LabX will seek to promote inclusivity and equity. This Diversity Plan represents the starting point of our mission to ensure inclusion and diversity are at the forefront of our business with identifiable goals and objective metrics. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands to ensure we never fall short of our mission. The progress and success of our plan will be documented bi-annually as well as upon the renewal of licensure from the Cannabis Control Commission.

II. GOALS, PROGRAMS & MEASUREMENTS

GOAL 1: Hiring and Retention Plan

LabX will hire 40% women and 30% minorities, 10% veterans, 5% people with disabilities, and 5% LGBTQ+ individuals. LabX will prioritize employment and retention of members in these underrepresented populations.

Program

- A) Promote available positions at least annually through media and community job postings to reach a wide range of individuals. Sources to be used for posting available positions include but are not limited to: LinkedIn, DiversityJobs.com, Diversity.com, PDN Recruits, Pink Jobs, Workforce Central Career Center, MassHire.
- B) Prioritize employment opportunities for women, minorities, veterans, people with disabilities, and LGBTQ individuals.
- C) Bi-annually, offer business-relevant seminars to the community to introduce diverse sectors of the workforce to technical skills (e.g. plant science, testing procedures, regulatory procedures etc.), provided further that such seminars be announced and made available through public postings like social media, LinkedIn, and local job boards. LabX believes we will have between 5 -25 individuals in attendance at each seminar.
- D) Create pathways to management and higher-level positions with clear, obvious, and attainable metrics for vertical advancement
- E) Create a shadowing program for advancing employees to learn from, work with, and speak to, upper management and LabX Executives.
- F) Intentionally prioritize promotion of members of underrepresented populations taking minority status as a positive factor

Measurement

- A) Track the number of individuals hired from identified communities to ensure LabX has hired 40% women and 30% minorities, 10% veterans, 5% people with disabilities, and 5% LGBTQ individuals.
- B) Annually evaluate the process used for recruiting and hiring to ensure the diversity plan is still effective and still targeting the specified groups as well as ensuring openings were posted at least annually on the aforementioned sources.
- C) Record the number of individuals who attend the bi-annual seminars and record the number of applications received from individuals who attended the seminars as well as if they fall into one of the following categories: women, minorities, veterans, people with disabilities, and LGBTQ individuals.

- D) Track matriculation of participants from hiring programs to full or part-time employment
- E) Track internal promotions to management and higher-level positions, and review pathways to management and higher-level positions for employees of underrepresented populations.
- F) Track participation in shadowing program and insure at least 5 employees are able to participate each year.
- G) Conduct bi-monthly surveys of employee satisfaction with participation in day-to-day decision making and adjustment management accordingly.
- H) Review promotional procedures bi-annually to ensure status as members of an underrepresented population is taken into consideration as a positive factor.

GOAL 2: Safe Environment

LabX will create an environment for all employees that promotes respect, equity, inclusion, and diversity throughout its operations with a goal of at least 75% of all staff annually confirming LabX is a workplace that promotes respect, equity, inclusion, and diversity.

Program

- A) LabX will require 1 annual Diversity and Inclusion Awareness and 1 Sexual Harassment Prevention Training for all employees including specific training for employees in management positions.
- B) LabX will install a locked suggestion box in an easily accessible location to promote reporting of behavior that violates any part of our company policies including this Diversity Plan.
- C) LabX will promote the worship of religious holidays by implementing a holiday pay structure that does not penalize workers for taking time to attend religious ceremonies.

Measurement

- A) Compile attendance data of the offered trainings and dates of completion of each training to ensure at least 1 annual Diversity and Inclusion Awareness Training and 1 Sexual Harassment Prevention Training is completed annually.
- B) Provide bi-annual anonymous surveys for employees to get their feedback if LabX is a workplace that promotes respect, equity, inclusion, and diversity to ensure LabX is meeting its goal as stated above.
- C) Track the number of incidents, if applicable, to ensure compliance of preventative measures.
- D) Dedicate one Management-level employee to open, read, and delegate solution-creation, for any complaints in the lock box.
- E) Train Human Resource Officers and employees on how to use holiday pay and ensure that items are posted around the workplace to increase awareness of the program - measure success/utility of this pay structure at the end of each quarter.

GOAL 3: Equity

Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Program

- A) Collectively participate in racial justice programs and organized events to increase diversity.
- B) Hold an annual Diversity and Inclusion Awareness training every February mandated for all employees and executives.
- C) Create a pledge, incorporated into standard partnership agreements, that all vendors, supply chain businesses and ancillary services sign committing themselves to similar standards of equity, diversity, and inclusion.
- D) Hire, whenever possible, from diverse and inclusive Massachusetts owned businesses including contractors and ancillary businesses utilizing at least 20% women and 20% minorities, 5% veterans, 5% people with disabilities, and 5% LGBTQ+ owned businesses.

Measurement

- A) Track employee and executive attendance at social justice programs.
- B) Track employee and executive attendance at the Diversity and Inclusion Awareness training every February and record feedback from attendees to improve the training.
- C) Audit digitally stored pledges bi-annually to insure at least 75% participation in our mission.
- D) Record and track contractors and ancillary businesses used by LabX to ensure utilization of at least 20% women and 20% minorities, 5% veterans, 5% people with disabilities, and 5% LGBTQ+ owned businesses.

GOAL 4: Veterans

Create a program helping at least 2 Veterans get jobs on an annual basis by providing skills such as hands on training and job seeking skills and assistance.

Program

- A) Collaborate with the Massachusetts government to enter the Career Center System to advertise available positions to veterans and help them transition to civilian employment. (<https://www.mass.gov/veterans-job-programs-and-services>)
- B) Provide at least 1 training annually to help Veterans access the workforce.

Measurement

- A) Track the number of veterans hired after advertising positions through mass.gov.
- B) Record how many Veterans participate in programs, attend any trainings, and obtain jobs to ensure we are meeting the goal of helping at least 2 Veterans obtain jobs annually.
- C) Record time and attendees of annual training as well as attendee feedback to ensure the training is actually helping veterans access the workforce.

TOWN OF SOUTHBRIDGE



Keith W. Roberts
Director of Veterans Services

VETERANS' SERVICES DEPARTMENT
Tel. (508) 764-5436 Fax # (508) 764-5464
kroberts@southbridgemass.org

Office Hours:
8:00 A.M. to 4:00 P.M.

MEMORANDUM

To: Green Light Business Solutions, LLC
From: Keith W.T. Roberts
Date: 11/10/21
Re: LabX Group LLC, Diversity Plan

To whom it may concern:

The Veterans' Services Department is aware of LabX group's intentions to promote a Diversity Plan and partner with the Southbridge Veterans' Department to bring opportunities to the Veterans' in the Community by providing job opportunities, vocational workshops as well as other outreach that will make a positive impact on the good and welfare of our veterans' and the Community.

Should you have any further questions pertaining to this information, please feel free to contact me at any time.

Thank you for the concern and implementation of such an idea and vision in the matter of our Communities Veterans'.

A handwritten signature in black ink, appearing to read "Keith W. Roberts", is written over a horizontal line.

Keith W.T. Roberts
District Director
Veterans' Services