



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281972
Original Issued Date: 11/15/2021
Issued Date: 11/15/2021
Expiration Date: 11/15/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Massbiology Technology, LLC

Phone Number: 781-775-6093 Email Address: dktise@atlanticaadvisors.com

Business Address 1: 6 Appleton St.

Business Address 2:

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 1701 Hagar Drive

Mailing Address 2:

Mailing City: Marshfield

Mailing State: MA

Mailing Zip Code: 02050

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: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Qihang

Last Name: Zhang

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Massbiology Technology, LLC

Entity DBA:

Email: kevzhang96@gmail.com

Phone: 415-666-6232

Address 1: 6 Appleton St.

Address 2:

City: Holyoke

State: MA

Zip Code: 01040

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$400000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Qihang

Last Name: Zhang

Suffix:

Marijuana Establishment Name: Massbiology Technology, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 6 Appleton St.

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 69517

How many abutters does this property have?: 9

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
Certification of Host Community Agreement	HCA signed Attestation.pdf	pdf	5fce444f4a175107ac952c0e	12/07/2020
Community Outreach Meeting Documentation	MB Comm Outreach 1-5.pdf	pdf	603ed6f293274435ba9e1186	03/02/2021
Community Outreach Meeting Documentation	MB Comm Outreach Participant.pdf	pdf	605cf448d90419077cc33f1b	03/25/2021

Community Outreach Meeting Documentation	MB Comm Outreach 6-10 (1).pdf	pdf	6072e7e55997354560764875	04/11/2021
Plan to Remain Compliant with Local Zoning	MB Plan to Remain Compliant 04.09.pdf	pdf	6072e9ce8bb25444af3001ce	04/11/2021

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	MB PIP 04.09.pdf	pdf	6070af21bd015444c5503529	04/09/2021
Plan for Positive Impact	Massbiology Technology CSO Letter.pdf	pdf	608b0ba2954bd3079c68eb13	04/29/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
 First Name: Qihang Last Name: Zhang Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
 Entity Legal Name: Massbiology Technology, LLC Entity DBA:
 Entity Description: Cultivation & Manufacturing Establishment
 Phone: 415-666-6232 Email: kevhzhang96@gmail.com
 Primary Business Address 1: 6 Appleton St. Primary Business Address 2:
 Primary Business City: Holyoke Primary Business State: MA Principal Business Zip Code: 01040
 Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MDOR Cert of Good standing.pdf	pdf	603fe3669a694b3583a72157	03/03/2021
Articles of Organization	MB Certificate of Organization.pdf	pdf	604e3c5b75f93835952f1172	03/14/2021
Bylaws	MB Operating Agreement.pdf	pdf	604e3c6940676f35abee2f03	03/14/2021
Department of Revenue - Certificate of Good standing	MB DUA Attestation 04.09.21.pdf	pdf	6072ea4cbd015444c5503723	04/11/2021

Secretary of Commonwealth - Certificate of Good Standing	MB GS 04.12.pdf	pdf	607879a18d8557457dbb8eb0	04/15/2021
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No documents uploaded

Massachusetts Business Identification Number: 001465424

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	MB Proposed Timeline 03.14.pdf	pdf	604e3c8eb3603835a49f5872	03/14/2021
Plan for Liability Insurance	MB Plan to Obtain Insurance 04.09.pdf	pdf	6070af7459973545607646a5	04/09/2021
Business Plan	MB Business Plan 04.09.pdf	pdf	6070afa803415644ba106478	04/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	MB Obtaining Product.pdf	pdf	60197be784d16335f02228cc	02/02/2021
Dispensing procedures	MB Dispensing Procedure Mfg.pdf	pdf	6019801a4e95aa35cfc214f6	02/02/2021
Separating recreational from medical operations, if applicable	MB Separation of Recreational vs. Medical.pdf	pdf	6019823f238c3036b0f83dee	02/02/2021
Energy Compliance Plan	MB Energy Compliance.pdf	pdf	604116a740676f35abee1014	03/04/2021
Method used to produce products	MB MFG Plan 04.01.pdf	pdf	6065b620694f45077ebc58a7	04/01/2021
Safety Plan for Manufacturing	MB Safety Plan 04.01.pdf	pdf	6065b6323e0ae507c9312ebe	04/01/2021
Qualifications and training	MB Agent Training 04.09.pdf	pdf	6072eb7b9cefd04567d4d48f	04/11/2021
Inventory procedures	MB Inv Procedure 04.09.pdf	pdf	6072eba47eb80444db467107	04/11/2021
Personnel policies including background checks	MB Personnel Policies 04.09.pdf	pdf	6072ebcb9cefd04567d4d493	04/11/2021
Transportation of marijuana	MB Product Transportation 04.09.pdf	pdf	6072ebf53a37ef458c085a9b	04/11/2021
Record Keeping procedures	MB Recordkeeping 04.09.pdf	pdf	6072ec1103415644ba106661	04/11/2021
Storage of marijuana	MB Storage of Marijuana 04.09.pdf	pdf	6072ec31cefab844e6713b91	04/11/2021
Maintaining of financial records	MB Maintenance of Financial Records (1).pdf	pdf	6072ed5f8d8557457dbb7f8c	04/11/2021
Prevention of diversion	MB Prevention of Diverion 04.09.pdf	pdf	6072ede086f403457678c57b	04/11/2021
Restricting Access to age 21 and older	MB Access Restriction to Age 21 and older 04.11.pdf	pdf	6072f1c04989114597236d49	04/11/2021
Quality control and testing	MB Testing of Marijuana 04.11.pdf	pdf	6072f2c6a6d53445a21e3bcf	04/11/2021
Sample of unique identifying marks used for branding	MB Identifying Marks 04.11.pdf	pdf	6072f3cc4989114597236d4d	04/11/2021

Security plan	MB Security Plan 04.09.pdf	pdf	6072f40ecefab844e6713b9a	04/11/2021
Types of products Manufactured.	MB Types of Products Manufactured 04.11.pdf	pdf	6073004b2e84db44a04c7596	04/11/2021
Diversity plan	MB Diversity Plan 04.29.pdf	pdf	608b0d5e2e7a1d0770d0766e	04/29/2021

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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

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:

Massbiology Technology, LLC

2. Name of applicant’s authorized representative:

Qihang Zhang

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Holyoke MA

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

Alex B. Morse



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

Althe Morse

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).*):

MorseA@Holyoke.org

8. Host community agreement execution date:

10/29/20

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): 12/17/20
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: 12/1/20

b. Name of publication: THE REPUBLICAN

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: 11/24/20

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: 12/7/20

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:

MISSBIOLOGY TECHNOLOGY, LLC

Name of applicant's authorized representative:

QIHANG ZHANG

Signature of applicant's authorized representative:



Animals

10FT ALLUMINUM Werner 300lb capacity Step Ladder \$100 Sunbeam 2burner grill master \$75; (413)642-3522

Bargains Galore

BASEBALL Football Basketball & Hockey cards 1995's-present, 50 to 90% off, selling boxes for \$2.00. BUYING ALL SPORTS CARDS, RETIRED KOREAN WAR VET (413) 596-5783

Irish Stamp Album \$450.00. Stamps Wanted Call Ron (413) 896-3324 Cash For Stamps

QUEENSIZE Fruitwood Headboard \$50; 5ft Heavy duty folding banquet table \$25; 413-642-3522

Furniture, Etc.

ANTIQUe BUFFETT 2 drawers, 2 side cabinet doors solid wood \$100 167Inx 21.5W x 41InH (860)990-3131

Lawnmowers & Snowblowers

BLACK & DECKER elec grasshog trimmer/edger \$30, Toro Electric blower vac \$50; (413)642-3522

Wood Burning Stoves

BRICK LINED WOOD STOVE WITH GLASS DOOR Includes all zero clearance pipe, roof brackets, chimney brush w/extensions \$1500/firm. (413) 885-4235

Transportation

- Airplanes
All Terrain Vehicles
Auto Dealers
Auto Information
Auto Parts
Auto Services
Auto Shows
Auto Swap/Trade
Autos - Antiques & Classics
Autos for Sale
Boat Charters
Boating Courses
Boat Storage
Boat Supplies
Boats - Marine Services
Boats - Slips & Moorings
Boats for Sale
Boats Wanted
Commercial Vehicles
Mopeds
Motorcycles
Pickup Trucks
Recreational Vehicles
Snowmobiles
Sport Utility Vehicles
Trailers
Trucks
Truck Parts
Trucks Wanted
Vans
Wanted Autos
Wanted Trucks

Motorcycles

HARLEY DAVIDSON 2008 FXSTB night Train 7650 gpi, 1 owner, senior, like new extra \$8900/RO call for more info

Legal Notices

on plan entitled "Plan of Property" for Balvatore J. Distefano... prepared by Anderson Associates... dated Mar. 1994 recorded in Hampden County Registry of Deeds in Book of Plans 289, Page 34

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication

For Mortgagee's Title see deed dated November 12, 2011, and recorded in Book 19002 at Page 481 with the Hampden County Registry of Deeds.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

Other terms to be announced at the sale.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Massbiology Technology LLC, is scheduled for Thursday, December 17, 2020 at 6pm via GotoMeeting, https://global.gotomeeting.com/join/443614893 or call in at (312) 757-3121 Access Code:443-614-893

Notice of Public Hearing The Ordinance Committee of the Holyoke City Council and the Planning Board will hold a public hearing on Tuesday December 8th at 6:30pm to hear a Zone Change application of One Holyoke Community Development Corp from Current Zone B1 to Proposed Zone DR at 414 Maple St (Map 010 Block 05 Parcel 006) Meeting will take place remotely and can be accessed via www.zoom.us Meeting ID: 856 9127 0345 Meeting Passcode: 965057 or by call in at 1 (929)205-6099 with same Meeting ID and Password. For information on these applications please contact City Council Admin. Assistant Jeffery Anderson-Burgos at anderson-burgos@holyoke.org or by phone at (413) 322-5525 (Nov. 24, Dec. 1)

Notice of Public Hearing The Ordinance Committee of the Holyoke City Council and the Planning Board will hold a public hearing on Tuesday December 8th at 6:30pm for the following order: "ordered that the Holyoke Code of Ordinances 7.10 "Marijuana Facilities" be reviewed and amended: including any amendments to definitions, zone requirements, and changes to the permit-

Holyoke take place remotely and can be accessed via www.zoom.us Meeting ID: 856 9127 0345 Meeting for a Dunkin Donuts restaurant with drive-thru and Delaney's Market for prepared foods and improvements. A complete copy of the application and site plan may be viewed at www.holyoke.org/calendar-list/ APPLICANT: Salmar Realty, Inc., PLANNING BOARD: John Kelley (Nov. 24, Dec. 1)

Southwick NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by Southbridge Limited Liability Company to LendingHome Funding Corporation dated September 5, 2018, recorded at the Hampden County Registry of Deeds in Book 22957, Page 427; said mortgage was then assigned to Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, Not in its Individual Capacity but as Trustee for Victoria Capital Trust by virtue of an assignment dated December 13, 2019, and recorded in Book 22999, Page 307; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 01:00 PM on December 17, 2020, on the mortgaged premises. This property has the address of 103 Prospect Street, Springfield, MA 01107. The entire mortgaged premises, all and singular, the premises as described in said mortgage: Lot no. twenty-six (26) as shown on a plan of lots recorded in Hampden County Registry of Deeds in Book of plans 2, Page 133, said real estate being more particularly bounded and described as follows: NORTHWESTERLY: by Prospect Street fifty-four and 88/100 (54.88) feet; NORTH-EASTERLY: by land of owner unknown, one hundred thirteen and 37/100 (113.37) feet; SOUTHEASTERLY: by Lot No. 24 (twenty-four) as shown on said plan, sixty-one and 36/100 (

Table with 4 columns and multiple rows of program listings including titles like 'Tell Me a Story', 'Weakest Link', 'Chicago P.D.', 'Amor eterno', 'Todo por mi hija', 'America Life and Alone in the Wilderness', 'NEXT "FILE 6"', 'Let's Make a Deal', 'Tell Me a Story "Lost and Found"', 'NEXT "FILE 6" Shea saves Ethan from danger.', 'Storage', 'ren's Voices of', 'ild Life (N)', 'Don't-Tardy', 'Shark Tank', 'Cuomo Prime Time', 'Drunk', 'Classical Fights Boxing', 'Politics and Public Policy Today', 'Bunk'd', 'Moonshiners: Outlaw Cuts', 'College Basketball: Champions Classic', 'Basketball', 'EWTN News', 'Chopped', 'Hannity', 'Dr. Seuss' How the Grinch Stole Christmas', 'Wayne Johnson', 'Ice', '(2014) Colin Firth, Michael Caine', '(25) *** "Kingsman: The Secret Service"', 'Fixer to Fabulous', 'The Curse of Oak Island', 'The Virginian "A Welcoming Town"', 'Upon a Main Street', 'Rachel Maddow Show', 'Catfish: The TV Show', 'Atlas of Cursed Places', 'Quick Slants', 'Carcass', 'Postseason Encore', 'Sheldon', '(15) *** "Rambo: First Blood Part II"', '*** "The Day After Tomorrow"', 'Big Bang', '(15) *** "Crossing Delancey"', 'My Big Fat Fabulous Life', 'Russell Crowe, Joaquin Phoenix, Connie Nielsen', 'Burgers', 'ness of Horror', 'Imp. Jokers', 'Raymond', 'Amor eterno', 'Law & Order: SVU', 'Bad All By Myself', 'Law & Order', '*** "Frozen"', '(15) *** "Amistad"', '(8:55) The Undoing', 'Senna Miller', 'Words and Pictures', 'Inside the NFL', '*** "Full Metal Jacket"', 'The Last Word', 'Ridiculous, Ridiculous, Ridiculous, Ridiculous.', 'Life Below Zero', 'Boston Sports Tonight', 'Caffeine', 'C. Moore', 'Friends', 'Friends', 'Friends', 'Misery', 'Conan', 'Mystery', 'Women Make Film', 'King', 'Noticiero', 'Mod Fam', 'Chappelle's', 'Chappelle's', 'Chappelle's', 'Family Guy', 'The Dead Files', 'Mark Wahlberg, Mila Kunis', 'King', 'Noticiero', 'Mod Fam', 'Chappelle's', 'Chappelle's', 'Chappelle's', 'Murder on Middle Beach', '(05) *** "Just Mercy"', '(9:55) "American Son"', 'Warrior', '(05) *** "Just Mercy"', '*** "The Zookeeper's Wife"', 'Best of All the Smoke', 'Inside the NFL'

AD REPLY TO ADDRESS ENVELOPE TO THE REPUBLICAN P.O. BOX 3000 SPRINGFIELD, MA 01107

12/3/2020

Atlantica Advisors, LLC Mail - Community Outreach Meeting (6 Appleton)



Denise Tise <dklise@atlanticaadvisors.com>

Community Outreach Meeting (6 Appleton)

ATTACHMENT B

Denise Tise <dklise@atlanticaadvisors.com>

Tue, Nov 24, 2020 at 3:21 PM

To: clerks@holyoke.org, John Dyjach <dyjachj@holyoke.org>

Good afternoon.

Massbiology Technology is planning to hold our Community Outreach Meeting on Thursday December 17, 2020 at 6pm through GoToMeeting. I will be mailing the abutters letters next week. Below is the template that will be advertised in MassLive.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Massbiology Technology LLC, is scheduled for Thursday, December 17, 2020 at 6pm

via GotoMeeting: <https://global.gotomeeting.com/join/443614893>.

You can also dial in using your phone. United States: (312) 757-3121 Access Code: 443-614-893.

The proposed Cultivation and Manufacturing facility is anticipated to be located at 6 Appleton St., Holyoke MA.

There will be an opportunity for the public to ask questions.

Please confirm that this meeting is approved by the City of Holyoke.

12/3/2020

Atlantica Advisors, LLC Mail - Community Outreach Meeting (6 Appleton)



Denise Tise <dklise@atlanticaadvisors.com>

Community Outreach Meeting (6 Appleton)

ATTACHMENT B

John Dyjach <dyjachj@holyoke.org>

Tue, Nov 24, 2020 at 3:28 PM

To: Denise Tise <dklise@atlanticaadvisors.com>

Cc: clerks@holyoke.org

Hello Denise and thank you for the notification. Regarding your request, please accept the following as confirmation. *Per the CCC administrative order regarding virtual web-based community outreach meetings, please take this as written confirmation that the request for a virtual community meeting by Massbiology Technology is approved. Thank you and contact me if you have any additional questions.*

John A. Dyjach
Assistant Director, Economic Development Department
Phone: (413) 322-5655

Due to the declared public emergency, City Hall is closed to the public until further notice.

During this time, our department is working remotely and available via email and phone.

Your communication is appreciated and will be replied to as soon as possible.

Please visit www.holyoke.org for ongoing updates regarding the City's Coronavirus response and for business resources visit <https://covid19ghcc.wixsite.com/businessresources>.

DEC

17 Massbiology Technology, LLC Community Outreach Attendees

Community Outreach

5:50 PM - 26 min

ID: 443614893

Open

Download

Share

Delete

Share Status: Off

Access:

N/A

Expires:

N/A

Shared content

Attendees

Diagnostics

Attendee	Join & leave times	Location
BE Ben Handwerger (moderator)	5:53 PM - 6:16 PM	Needham
ZH ZhangQihang (Massbiology owner)	6:01 PM - 6:16 PM	New York
DE Denise Tise (Massbiology Consultant) dktt1201@gmail.com	5:50 PM - 6:16 PM	Needham

3 Participants included the moderator, Massbio owner, and Massbio consultant. Meeting was held on 12/17/20 and was 16 minutes long, no one from the host community general public was in attendance.

Massbiology Technology, LLC

6 Appleton Street

Holyoke, MA 01040

December 1, 2020

Dear Abutter,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment for Massbiology Technology is scheduled for December 17, 2020 at 6pm through a GoToMeeting*. The proposed Marijuana Cultivation and Manufacturing Facility is anticipated to be located at 6 Appleton St., Holyoke MA.

There will be an opportunity for the public to ask questions. The meeting will cover, at minimum, the following topics:

- Compliance with security requirements
- Prevention of Diversion to minors
- Plan to Positively Impact the Community
- Plan to ensure the location will not constitute a nuisance to the community.

*GoToMeeting instructions are as follows:

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/443614893>

You can also dial in using your phone.

United States: +1 (312) 757-3121

Access Code: 443-614-893

Thank you,

Qihang Zhang

Chief Executive Officer

Massbiology Technology, LLC

First-Class Mail® 1 \$0.55
 Letter
 Holyoke, MA 01040
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 12/10/2020
 Certified Mail® \$3.55
 Tracking #: 70201290000133448558
 Return Receipt \$2.85
 Tracking #: 9590 9402 6069 0125 8377 13
 Total \$6.95

First-Class Mail® 1 \$0.55
 Letter
 Holyoke, MA 01040
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 12/10/2020
 Certified Mail® \$3.55
 Tracking #: 70201290000133448541
 Return Receipt \$2.85
 Tracking #: 9590 9402 6069 0125 8377 06
 Total \$6.95

First-Class Mail® 1 \$0.55
 Letter
 Holyoke, MA 01040
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 12/10/2020
 Certified Mail® \$3.55
 Tracking #: 70201290000133448503
 Return Receipt \$2.85
 Tracking #: 9590 9402 6069 0125 8376 90
 Total \$6.95

First-Class Mail® 1 \$0.55
 Letter
 Holyoke, MA 01040
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 12/10/2020
 Certified Mail® \$3.55
 Tracking #: 70201290000133448527
 Return Receipt \$2.85
 Tracking #: 9590 9402 6069 0125 8376 76
 Total \$6.95

First-Class Mail® 1 \$0.55
 Letter
 Holyoke, MA 01040
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 12/10/2020
 Certified Mail® \$3.55
 Tracking #: 70201290000133448510
 Return Receipt \$2.85
 Tracking #: 9590 9402 6069 0125 8376 83
 Total \$6.95

Grand Total: \$62.55

Debit Card Remitted \$62.55
 Card Name: VISA
 Account #: XXXXXXXXXXXX3748
 Approval #
 Transaction #: 918
 Receipt #: 028430
 Debit Card Purchase: \$62.55
 AID: A000000980840 Chip
 AL: US DEBIT
 PIN: Verified

ATTACHMENT C



MARSHFIELD
 111 SNOW RD
 MARSHFIELD, MA 02050-9998
 (800)275-8777

12/07/2020 02:34 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 12/10/2020			
Certified Mail®			\$3.55
Tracking #: 70201290000133448565			
Return Receipt			\$2.85
Tracking #: 9590 9402 6069 0125 8377 51			
Total			\$6.95
First-Class Mail® Letter	1		\$0.55
Holyoke, MA 01040 Weight: 0 lb 0.40 oz Estimated Delivery Date Thu 12/10/2020			
Certified Mail®			\$3.55
Tracking #: 70201290000133448572			
Return Receipt			\$2.85
Tracking #: 9590 9402 6069 0125 8377 44			
Total			\$6.95
First-Class Mail® Letter	1		\$0.55
Westfield, MA 01085 Weight: 0 lb 0.40 oz Estimated Delivery Date Thu 12/10/2020			
Certified Mail®			\$3.55
Tracking #: 70201290000133448589			
Return Receipt			\$2.85
Tracking #: 9590 9402 6069 0125 8377 37			
Total			\$6.95
First-Class Mail® Letter	1		\$0.55
Boston, MA 02116 Weight: 0 lb 0.40 oz Estimated Delivery Date Thu 12/10/2020			
Certified Mail®			\$3.55
Tracking #: 70201290000133448596			
Return Receipt			\$2.85
Tracking #: 9590 9402 6069 0125 8377 20			
Total			\$6.95

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

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

Maschfield, MA 01085

Certified Mail Fee \$3.55

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]



A T N C M T

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

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

Boston, MA 02116

Certified Mail Fee \$3.55

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]



7020 1290 0001 3344 8516

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

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

Hologram MA 01040

Certified Mail Fee \$3.55

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

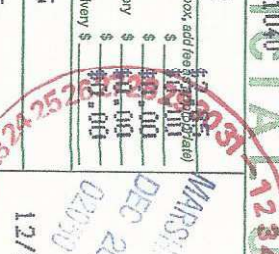
Hologram MA 01040

- Extra Services & Fees (check box, add fee)
- Return Receipt (hardcopy) \$1.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

Sent To [Redacted]
Street and Apt. No. or PO Box No. [Redacted]
City, State, ZIP+4® [Redacted]



7020 1290 0001 3344 8516

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



2. Article Number (Transfer from service label)
 0 1290 0001 3344 8572

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
- B. Received by (Printed Name) Addressee
 [Redacted] 12/9/20
- C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

ATTACHMENT C

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



2. Article Number (Transfer from service label)
 0 1290 0001 3344 8589

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
- B. Received by (Printed Name) Addressee
 [Redacted] C027 C19
- C. Date of Delivery 12-9-20
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



2. Article Number (Transfer from service label)
 7020 1290 0001 3344 8558

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
- B. Received by (Printed Name) Addressee
 [Redacted] 12/10/19
- C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Don

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



2. Article Number (Transfer from service label)
 7020 1290 0001 3344 8596

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
- B. Received by (Printed Name) Addressee
 [Redacted] [Redacted]
- C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 6069 0125 8377 06

2 Article Number (Transfer from container label)
7020 1290 0001 3344 8541
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) Date of Delivery 12/9/2020
- C. Date of Delivery 12/9/2020
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

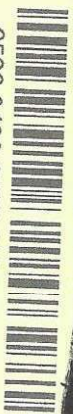
3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 6069 0125 8376 90

2 Article Number (Transfer from container label)
7020 1290 0001 3344 8503
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) Date of Delivery 12/9
- C. Date of Delivery 12/9
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 6069 0125 8376 83

2. Article Number (Transfer from container label)
7020 1290 0001 3344 8510
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) Date of Delivery 12/10/2020
- C. Date of Delivery 12/10/2020
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:



9590 9402 6069 0125 8376 76

2. Article Number (Transfer from container label)
7020 1290 0001 3344 8527
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- B. Received by (Printed Name) Date of Delivery 12/10
- C. Date of Delivery 12/10
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

ATTACHMENT

C

Plan to Remain Compliant with Local Zoning

Massbiology Technology, LLC will remain compliant at all times with the local zoning requirements set forth in the City of Holyoke Zoning Bylaws. 6 Appleton St. is located in the Holyoke Industrial (IG) Zoning District which is designated for all types of adult use marijuana businesses in the City of Holyoke's Zoning Bylaws Section 3.9.1(b). I

In accordance with Zoning Bylaws Section 4.18.7, Massbiology Technology, LLC's proposed facility is not located within 500 feet of any of the outlined setback requirements.

As required by Zoning Bylaws Sections 3.9.1(b) and 4.18.3, Massbiology Technology, LLC has applied for a Special Permit and Site Plan Review from the Planning Board. Massbiology Technology, LLC will apply for building permits and obtain a Certificate of Occupancy prior to opening.

Massbiology Technology, LLC has already attended several meetings with various municipal officials and boards to discuss its plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with Holyoke. Massbiology Technology, LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

POSITIVE IMPACT PLAN FOR DISPROPORTIONATE AREAS

Overview

Massbiology Technology, LLC is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Cannabis Control Commission (CCC) has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, Massbiology Technology, LLC has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact people and groups in those census tracts within the Springfield, which has been designated by the Commission as areas of disproportionate impact. We are planning to do this through targeted hiring practices and donations of our time and funds.

Goals

In order for Massbiology Technology, LLC to positively impact those areas in Springfield, which has been designated as areas of disproportionate impact, Massbiology Technology, LLC has established the following goals:

1. Develop and implement an incubator program for those individuals that want to enter the MA cannabis industry;
2. Provide financial assistance to Clinical Support Options (“CSO”) that services the City of Springfield; and
3. Volunteer our time to help improve conditions in Springfield, through support of CSO’s services and programs.

Programs

Massbiology Technology, LLC has developed specific programs to effectuate its stated goals to positively impact those areas in Springfield designated as an area of disproportionate impact by the Commission. Such programs will include the following:

1. Massbiology Technology, LLC plans to launch a premiere accelerator/incubator program for which any entrepreneur or researcher can apply to participate in. Massbiology Technology, LLC plans to accept 3-5 applicants every six (6) months, based on an application process. Massbiology Technology, LLC would be looking for entrepreneurs and researchers that want to advance the cannabis industry with concepts including, but not limited to, new products, new brands, new cultivation techniques, new extraction techniques. Massbiology Technology, LLC is committed to empowering people from all walks of life to succeed and our incubator/accelerator program will be built for that purpose. Apart from access to our facilities, Massbiology Technology, LLC will provide those enrolled in our program with expert guidance, hands on training, raw materials, legal assistance, and other tools to succeed in the cannabis industry.
2. Providing \$2,500 quarterly to Clinical Support Options, which is located in a census tract in the City of Springfield that has been designated by the Commission as an area of disproportionate impact; and
3. Donating an average of 15 hours of volunteer work per quarter, to Friends of Homeless located in Springfield, a Commission-designated area of disproportionate impact.

Measurements

The Chief Operating Officer and HR will administer the Plan and will be responsible for developing measurable outcomes to ensure Massbiology Technology, LLC continues to meet its commitments. Such measurable outcomes, in accordance with Massbiology Technology, LLC' goals and programs described above, include:

- Maintaining annual reports showing the number of individuals that completed the incubator program and were hired, especially those individuals that are from or reside in Springfield;
- Maintaining annual financial data that shows donations made to Clinical Support Options; and
- Documenting all employee volunteer hours, for Friends of the Homeless, sponsored by Massbiology Technology, LLC.

Beginning upon receipt of Massbiology Technology, LLC's first "Commence Operations" designation from the Commission to operate a Marijuana Establishment in the Commonwealth, Massbiology Technology, LLC will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Operating Officer and HR will review and evaluate Massbiology Technology, LLC's measurable outcomes no less than quarterly to ensure that it is meeting its commitments. Massbiology Technology, LLC is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Massbiology Technology, LLC intends to donate to Clinical Support Options, located in Springfield MA as well as volunteering with the Friends of the Homeless and

acknowledges that the organization has been contacted and will receive the donations described herein. (see attached letter).

- Massbiology Technology, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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



March 1, 2021

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

To Whom it May Concern,

This letter is to verify that Clinical and Support Options (CSO) will accept donations and volunteer services from Massbiology Technology, LLC. to support our organization and to help our general fund and programming. Our organization would be pleased to accept donations and volunteer services from Massbiology Technology. and looks forward to partnering with them in the future.

Massbiology Technology has offered to primarily support **Friends of the Homeless located in Springfield MA**, but will support services for mental health and substance use disorder recovery, as well. Details of support and participation are stated in Massbiology Technology's Positive Impact Plan.

Each year, more than **16,000 individuals and families** turn to Clinical & Support Options (CSO) for a wide range of responsive and effective trauma-informed interventions for mental health, substance use disorder recovery, family services, and more.

Our community-based nonprofit behavioral health agency delivers comprehensive, holistic clinical and support services throughout Western Massachusetts in five counties (Berkshire, Franklin, Hampshire, Hampden and Worcester/North Quabbin)

Clinical & Support Options Inc. is a 501(c)3 non-profit agency (Tax I.D. #042206041).

Thank you for your generosity and continued support.

With Gratitude,

Allie Weissman
Development & Volunteer Programs Manager

Enhancing Lives. Strengthening Communities

8 Atwood Drive Suite 301 Northampton, MA 01060 Phone: 413.773.1314
www.csoinc.org



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MASSBIOLOGY TECHNOLOGY LLC
146 GRAYSON DR

SPRINGFIELD MA 01119-1603

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MASSBIOLOGY TECHNOLOGY 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.

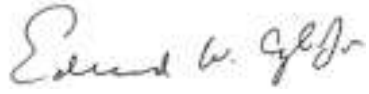
What if I have questions?

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

A handwritten signature in cursive script, reading "Edward W. Coyle, Jr.".

Edward W. Coyle, Jr., Chief
Collections Bureau



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: 001465424

1. The exact name of the limited liability company is: MASSBIOLOGY TECHNOLOGY LLC

2a. Location of its principal office:

No. and Street: 6 APPLETON STREET
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

No. and Street: 6 APPLETON STREET
 City or Town: HOLYOKE State: MA Zip: 01040 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:

MANUFACTURING, PROCESSING AND CULTIVATING PLANTS FOR THE WHOLESALE MARKET AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; AND, TO ENGAGE IN ANY OTHER ACTIVITIES IN WHICH A LIMITED LIABILITY COMPANY MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARK THANG
 No. and Street: 69 LEXINGTON AVENUE
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	QIHANG ZHANG	6 APPLETON STREET HOLYOKE, MA 01040 USA

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

Title	Individual Name	Address (no PO Box)
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	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	QIHANG ZHANG	6 APPLETON STREET HOLYOKE, MA 01040 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	QIHANG ZHANG	6 APPLETON STREET HOLYOKE, MA 01040 USA

9. Additional matters:

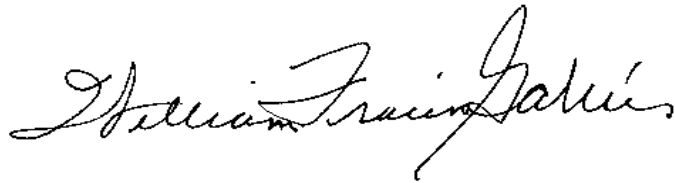
SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of October, 2020,
DOUGLAS J. BRUNNER

(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:

October 16, 2020 02:04 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASSBIOLOGY TECHNOLOGY LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT of **Massbiology Technology LLC** (the “LLC”), dated as of 03/13, 2021, is among the persons named on *Schedule A*, attached hereto. Each of such persons is sometimes hereinafter referred to individually as a “Member,” and such persons are sometimes hereinafter referred to collectively as the “Members.”

WHEREAS, the Members have formed a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the “Act”); and

WHEREAS, on October 16, 2020, the Members caused to be filed in the Office of the Secretary of State of the Commonwealth of Massachusetts a Certificate of Organization for the LLC (the “Certificate”); and

WHEREAS, the Members desire to enter into this Agreement to set forth the agreements among the Members with respect to the LLC, all as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I
General Provisions

1.01 *Formation of Limited Liability Company; Foreign Qualification.* The term of the LLC commenced upon the filing of the Certificate in the Office of the Secretary of State of the Commonwealth of Massachusetts on **October 16, 2020**.

The Members caused the Certificate to be filed. Prior to the LLC’s conducting business in any jurisdiction other than the Commonwealth of Massachusetts, the LLC shall comply, to the extent procedures are available, with all requirements necessary to qualify the LLC as a foreign limited liability company in each such jurisdiction where foreign qualification is either necessary or appropriate. Each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming to this Agreement that are necessary or appropriate to qualify, or, as appropriate, to continue or terminate such qualification of the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.02 *Name of the LLC.* The name of the LLC is **Massbiology Technology LLC**.

1.03 *Business of the LLC.* The general character of the business of the LLC is to engage in **manufacturing, processing and cultivating plants for the wholesale market and any activities directly or indirectly related or incidental thereto** in accordance with the laws of the Commonwealth of Massachusetts.

1.04 *Place of Business of the LLC; Resident Agent.* The address of the principal place of business of the LLC, and the office of the LLC in the Commonwealth at which the LLC will maintain its

records in accordance with the Act, is **Massbiology Technology LLC, 6 Appleton Street, Holyoke, Massachusetts, 01040**. The LLC's resident agent for service of process in Massachusetts shall be **Qihang Zhang, 146 Grayson Drive, Springfield, Massachusetts, 01119**.

1.05 *Duration of the LLC*. The term of the LLC commenced upon filing the Certificate, and the LLC shall have perpetual existence, unless earlier terminated in accordance with Article VII hereof.

1.06 *Members' Names and Addresses*. The names and business addresses of the Members are set forth on *Schedule A*. Additional Members may be admitted in accordance with the procedures specified in Article VI. A Member may resign from the LLC at any time after giving the other members thirty (30) days' notice in writing.

1.07 *No Partnership*. The LLC is not intended to be a general partnership, limited partnership or joint venture, and no Member shall be considered to be a partner or joint venturer of any other Member for any purposes other than foreign and domestic federal, state, provincial and local income tax purposes, and this Agreement shall not be construed to suggest otherwise.

1.08 *Title to LLC Property*. All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC as an entity, and no Member, individually, shall have any ownership of such property. The LLC may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts. Any property held by a nominee trust for the benefit of the LLC shall, for purposes of this Agreement, be treated as if such property were directly owned by the LLC.

1.09 *Nature of Member's Interest*. The interests of all of the Members in the LLC are personal property and shall not, under any circumstances, be considered real property.

1.10 *Investment Representations*. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC as follows:

(a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any rule or regulation thereunder.

(b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future, and neither the LLC nor the Members are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information the LLC possesses, or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisors, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed decision with respect to such investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE II

Capital Contributions, Profits and Losses

2.01 Capital Contributions.

(a) Each Member has contributed in cash to the capital of the LLC in the amount set forth opposite his or her name on *Schedule A*.

Each Member has agreed to contribute in cash to the capital of the LLC in the amount of “Additional Capital” specified opposite his or her name on *Schedule A*, hereto, as and when required for the conduct of the business and operations of the LLC, as determined by the Members in accordance with Section 4.01, hereof. Upon any such determination, each Member shall be notified in writing of the need for capital and the total amount called for, and each Member shall contribute its proportionate share of the total amount called for (which share shall equal such Member’s Percentage Interest, as specified on *Schedule A*, hereto) within 10 business days following such notice. In the event that any Member fails to contribute Additional Capital as and when required, such Member’s interest shall be subject to purchase by the other Members, as provided in Section 2.01(b), below. Notwithstanding any other provision of this Agreement, no Member shall be obligated to contribute to the capital of the LLC an aggregate amount of Additional Capital in excess of the amount specified opposite his or her name on *Schedule A*, hereto.

(b) In the event that a Member fails to contribute all or any portion of its Additional Capital in accordance with the provisions of Section 2.01(a), above (a “Defaulting Member”), each of the other Members shall have the option to purchase the interest in the LLC of the Defaulting Member, for the purchase price specified in this Section 2.01(b). In the event that more than one of the non-Defaulting Members desire to purchase the interest of the Defaulting Member, they shall each be entitled to purchase a portion thereof based on their respective Percentage Interests, unless all Members desiring to purchase such interest otherwise agree. In the event that more than one of the non-Defaulting Members purchases the interest of the Defaulting Member, each shall pay a portion of the total purchase price therefor (as specified below), which is allocable to the portion of the interest so purchased.

Each non-Defaulting Member shall have 30 days from the date on which the contribution of the Defaulting Member became due within which to exercise the option to purchase the interest of the Defaulting Member, by providing written notice of such exercise to all Members (Defaulting

and non-Defaulting). If any non-Defaulting Member fails to notify all other Members of its election to purchase the interest of the Defaulting Member, such non-Defaulting Member shall be deemed to have elected not to purchase such interest. After any non-Defaulting Member has given such notice to the other Members, the Defaulting Member may not cure its default without the consent of all such electing non-Defaulting Members.

The aggregate purchase price for the interest of the Defaulting Member shall be (i) an amount, payable in cash or by delivery of an interest-bearing note, as described below, equal to the excess of (A) the amount of cash actually contributed to the capital of the LLC by the Defaulting Member over (B) the aggregate amount previously distributed by the LLC to the Defaulting Member, in each case prior to its default hereunder; and (ii) an undertaking to pay the Additional Capital installments required to be made by the Defaulting Member to the extent that such Additional Capital has not been contributed by the Defaulting Member. Any Member electing to purchase the interest of the Defaulting Member (a "Purchaser") may elect to pay all or any portion of the amount specified in clause (i), above, by delivery of a promissory note. Any such promissory note shall be unsecured, and shall provide for payment of equal annual installments over a term not to exceed five years, and shall bear interest at the then Applicable Federal Rate (as defined in the Internal Revenue Code of 1986 and regulations promulgated thereunder) for a note with the maturity date of such promissory note. Such promissory note shall be prepayable at any time without premium or penalty.

The closing of the acquisition of the interest of the Defaulting Member by the Purchaser(s) shall occur on the 15th day after the last day of the 30-day period during which the non-Defaulting Members may exercise the option, or, if such 15th day is not a business day, on the first business day after such 15th day. Alternatively, such closing may occur on another day agreed upon by the Purchasers and the Defaulting Member. The closing shall occur at the office of the LLC or at such other place as shall be agreed upon by the Purchasers and the Defaulting Member. At such closing, the Purchasers shall pay the purchase price for the interest of the Defaulting Member set forth above, and the Defaulting Member shall execute and deliver such agreements, instruments, and other documents as are necessary to transfer to the Purchasers all of the Defaulting Member's right, title and interest in and to the Defaulting Member's interest in the LLC, free and clear of all liens, encumbrances and restrictions, other than liens, encumbrances and restrictions imposed under the terms of this Agreement.

Notwithstanding whether any option contained in this Section 2.01(b) is exercised, so long as a Defaulting Member remains in default, it shall have no right to vote on any matters submitted to the Members, to receive any cash distributions or to be allocated any Net Profits or Net Losses (as defined in Section 2.02 below); but any successor to such interest who shall be admitted to the LLC as a substituted Member as provided herein shall receive the benefits of the same, to the extent of the Defaulting Member's interest.

(c) Except as provided in this Section 2.01, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC. Upon resignation, a resigning member is entitled to receive the fair value of his or her limited liability company interest as of the date of resignation based upon his or her right to share in distributions.

2.02 *Definitions.* For purposes of this Agreement, the following terms shall have the meanings ascribed to them in this Section 2.02:

(a) “*Capital Account*” means a separate account maintained for each Member and adjusted in accordance with U.S. Treasury Regulations. To the extent consistent with such Regulations, the adjustments to such accounts shall include the following: there shall be credited to each Member’s Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member’s share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member’s Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member’s share of the Net Losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(b) “*Carrying Value*” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, *provided, however*, that (i) the initial Carrying Value of any asset contributed to the LLC shall be adjusted to equal its gross fair market value (as determined by the greater of 1. the value assigned to the asset by an independent appraiser retained and compensated by the LLC, or 2. the asset’s purchase price at the time of its contribution) and (ii) the Carrying Values of all assets held by the LLC shall be adjusted to equal their respective gross fair market values (which shall be no less than any unsecured indebtedness to which such assets are subject).

(c) “*Excess Negative Balance*” for a Member means the excess, if any, of (i) the negative balance in a Member’s Capital Account after reducing such balance by any net adjustments, allocations and distributions which, as of the end of the LLC’s taxable year, are reasonably expected to be made to such Member, over (ii) the amount, if any, the Member is required to restore to the LLC upon liquidation of such Member’s interest in the LLC.

(d) “*I.R.C.*” means the Internal Revenue Code of 1986, as amended from time to time.

(e) “*Net Profits*” and “*Net Losses*” mean the taxable income or loss, as the case may be, for a period as determined in the same manner as in the case of an individual.

2.03 *General Allocations of Net Profits and Net Losses.*

Net Profits and Net Losses of the LLC for any fiscal period shall be to the Members in such proportions and in such amounts as may be necessary so that the Capital Account balances of the Members are in proportion to their respective Percentage Interests.

2.04 *Intentionally Omitted.*

2.05 *Intentionally Omitted.*

2.06 *Timing of Allocations.* Allocations of Net Profits, Net Losses and other items of income, gain, loss and deduction pursuant to this Article II shall be made for each fiscal year of the LLC as of the end of such fiscal year.

ARTICLE III
Cash Distributions

3.01 *Definitions.* For purposes of this Agreement, the term “Distributable Cash” means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever; cash generated from normal operations; sales of assets; proceeds of borrowings; capital contributions of the Members; proceeds from a capital transaction; and any and all other sources over the sum of the following amounts:

(i) any cash disbursements for items that are customarily considered to be “operating expenses,” including salary and bonus payments, employee benefits costs and rental payments for space and equipment;

(ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, any loans from any Member made pursuant to Section 4.08;

(iii) payments made to purchase capital assets, and for capital construction, rehabilitation and acquisitions; and

(iv) amounts set aside as reserves for working capital, contingent liabilities or replacements, or for any of the expenditures described in clauses (i), (ii) and (iii), above, that are deemed to be necessary by the Members to meet the current and anticipated future needs of the LLC.

3.02 *Distribution of Distributable Cash.* Except as provided in Section 7.02(b) below, Distributable Cash of the LLC shall be distributed to the Members, at such times and in such amounts as the Members may determine, in the proportions that their respective Percentage Interests bear to each other.

3.03 *Distributions in Kind.* A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Members, receive separate assets of the LLC and not an interest as a tenant in common with other Members so entitled in any asset being distributed.

ARTICLE IV
Management

4.01 *Management of the LLC.*

(a) Subject to the provisions of this Agreement and the Act, all powers shall be exercised by, or under the authority of, and the business and affairs of the LLC shall be controlled by, the Members.

(b) Except to the extent that this Agreement specifically provides for a higher or lower number or percentage of Members, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of Members owning a majority of the Percentage Interests owned by all Members then entitled to vote on such action (a "Majority in Interest of the Members"). Subject to the foregoing, the Members shall have the exclusive right and full authority to manage, conduct and operate the LLC business.

Specifically, but not by way of limitation, the Members (by action of such Majority in Interest) shall be authorized, for and on behalf of the LLC, to do as follows:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained, operated and insured in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to lease, sell, finance or refinance all or any portion of the LLC's property;

(viii) to cause the LLC to make or revoke any of the elections referred to in any section of the I.R.C.;

(ix) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(x) to pay all organizational expenses and general and administrative expenses of the LLC;

(xi) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, a Member;

(xii) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;

(xiii) to compromise the obligation of a Member to make a contribution to the capital of the LLC or to return to the LLC money or other property paid or distributed to such Member in violation of this Agreement or the Act;

(xiv) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the LLC, unless the same are contested by the Members;

(xv) to exercise all powers and authority granted by the Act to members, except as otherwise specifically provided in this Agreement; and

(xvi) to buy and sell real property on behalf of the LLC.

(c) Any Member is authorized to execute, deliver and file on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Member is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.

The signature of one Member on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Member and the LLC with respect thereto, and no third-party need look to any other evidence or require the joinder or consent of any other party.

4.04 Tax Matters Partner. The member who has the largest interest in the profits of the LLC for the year or, where there is more than one such member, the member whose last name is first alphabetically of all such members' last names shall be the "tax matters partner" for the LLC who shall control audits related to federal income taxes.

4.05 Liability of the Members; Indemnification.

Neither the Members, nor any of their respective Affiliates (as hereinafter defined) shall have any liability to the LLC or to any other Member for any loss suffered by the LLC that arises out of any action or inaction of such Member or their Affiliates, if such Member or its Affiliates, as the case may be, in good faith determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Member or its Affiliates. Each Member and its Affiliates shall be defended and indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them with respect to actions taken by them on behalf of the LLC, provided that the same were taken in good faith and not the result of gross negligence or willful misconduct on the part of such Member or their Affiliates. Any defense or indemnity, or both, under this

Section 4.05 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof.

For purposes of this Agreement, the term “Affiliate” shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, partner in, member in or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, member or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the immediate family of the specified person (“immediate family” as used herein shall mean spouse, mother, father, brother, sister or lineal descendant).

4.06 Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions, *provided, however*, that under applicable law, the Members shall be liable to the LLC to the extent of any previous wrongful distributions made to them under circumstances under which they knew or should have known such distributions were wrongful.

4.07 Certain Fees and Expenses. All out-of-pocket expenses reasonably incurred by any Member in connection with the LLC’s business (other than overhead and similar expenses of any Member) shall be paid by the LLC or reimbursed to the Member by the LLC.

4.08 Certain Loans from the Members to the LLC. In the event that the LLC’s funds are insufficient to meet its costs, expenses, obligations, liabilities and charges, or to make any expenditure authorized by this Agreement, and additional funds are not available from the Members (pursuant to Section 2.01(a), above) or from third parties on terms acceptable to a Majority in Interest of the Members, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 4.08 (a “Voluntary Loan”) shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall be unsecured; shall bear interest, compounded monthly, at a fixed rate of interest equal to the prime rate of interest announced from time to time by *The Wall Street Journal*; shall be repaid out of the first funds available therefor after payment of LLC expenses to third parties and in any event prior to any distribution to any Member of Distributable Cash; and shall become due and payable in full not more than five years after the date such loan is made. If more than one Member desires to make a Voluntary Loan to fund a particular LLC deficit, each Member shall loan such portion of the required amount as the Members shall mutually agree upon, and, if they are unable to agree, they shall each loan such portion of the required amount in the proportions that their respective Percentage Interests in the LLC bear to each other.

4.09 Other Activities. The Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including without limitation serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC,

nor any other Member or Manager, shall have any rights in or to such ventures or opportunities, or the income or profits therefrom.

ARTICLE V
Books, Records and Bank Accounts

5.01 *Books and Records.* The Members shall keep, or cause to be kept, just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the LLC's principal place of business, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books, as well as any information required to be made available to the Members under the Act. The Members shall not be required to deliver or mail copies of the LLC's Certificate of Organization, or copies of certificates of amendment thereto, or cancellation thereof to the Members, although such documents shall be available for review or copying by the Members at the LLC's principal place of business.

Such records shall include the those required by Section 9 of the Massachusetts Limited Liability Company Act:

- (1) a current list of the full name and last known address of each member and manager;
- (2) a copy of the certificate of organization and all certificates of amendment thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
- (3) copies of the LLC's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (4) copies of any then-effective written operating agreements and any financial statements of the LLC for the three most recent years; and
- (5) unless contained in a written operating agreement, a writing setting out:
 - (i) the capital contributions made and required to be made by each member,
 - (ii) the times at which additional contributions are to be made,
 - (iii) any right of a member to receive or a manager to make distributions to a member, and
 - (iv) any events that would dissolve the LLC.

5.02 *Accounting Basis and Fiscal Year.* The LLC's books shall be kept on such method of accounting as the Members may from time to time determine and shall be closed and balanced at the end of each fiscal year of the LLC. The fiscal year of the LLC shall be the calendar year or such other fiscal year as the Members may from time to time determine [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year].

5.03 *Bank Accounts.* The Members shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited all cash receipts of the LLC. All deposits and funds unnecessary for the operations of the LLC may be invested in short-term investments, as the Members may determine. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed

by the Members for the purposes specified in this Agreement. There shall not be deposited in any of said accounts funds other than those belonging to the LLC, and no other funds shall in any way be commingled with such funds.

5.04 *Reports to Members.* Within 90 days after the end of each fiscal year, the Members shall cause the LLC to furnish each Member with such information as is needed to enable the Members to file their federal income tax returns and any required state income tax returns. The cost of such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, and at its own expense, cause an audit of the LLC books to be made by a certified public accountant of the Member's own selection. All expenses incurred by such accountant shall be borne by such Member.

ARTICLE VI Transfers of Interests of Members

6.01 Substitution and Assignment of Member's Interest.

(a) No Member may sell, transfer, assign, pledge, hypothecate or otherwise dispose of all or any part of its interest in the LLC (whether voluntarily, involuntarily or by operation of law) and unless a Majority in Interest of the other Members previously consented to such assignment in writing, the granting or denying of which consent shall be in the other Members' absolute discretion. The provisions of this Section 6.01(a) shall not be applicable to (i) any transfer of an interest in the LLC pursuant to Section 6.03 or (ii) any transfer of an interest to a Permitted Transferee (as hereinafter defined).

"Permitted Transferee" means (A) any Member; (B) any spouse, parent, lineal descendant, brother, sister, spouse of a brother or sister, nephew or niece of a Member; (C) any trust, corporation or partnership or other entity in which a Member or one of the persons designated in clause (B) is a principal, beneficiary, majority stockholder, member or limited or general partner; (D) any grantor or beneficiary of a trust that is a Member (or of which the trustees thereof are, in their capacities as trustees are Members); or (E) any charitable foundation created or primarily endowed by a Member, or a member of his or her immediate family (defined above).

(b) No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; (iii) unless consented to by the Members, would result in termination of the LLC under I.R.C. § 708; or (iv) unless consented to by the Members, would result in the treatment of the LLC as an association taxable as a corporation or as a "publicly traded limited partnership" for tax purposes. The LLC shall not be required to recognize any assignment until the instrument conveying such interest has been delivered to the LLC for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 6.01(c), he, she or it shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Net Profits, Net Losses, cash distributions or returns of capital to which his, her or its assignor would otherwise be entitled.

(c) An assignee of the interest or any portion thereof of a Member shall become a substituted Member entitled to all the rights of a Member, if and only if the following occurs:

(i) the assignor gives the assignee such rights;

(ii) all other Members (by action of a Majority in Interest thereof) consent to such substitution, the granting or denying of which consent shall be in the other Members' absolute discretion;

(iii) the assignee or the assignor pays to the LLC all costs and expenses incurred in connection with such substitution, including, specifically and without limitation, costs incurred in reviewing and processing the assignment and amending this Agreement; and

(iv) the assignee executes and delivers such instruments in form and substance satisfactory to the LLC, as may be necessary or desirable to effect such substitution, and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement.

The provisions of clause (ii) of this Section 6.01(c) shall not apply to (A) any transfer of an interest in the LLC pursuant to Section 6.03, or (B) any transfer of an interest to a Permitted Transferee.

(d) The LLC and the Members shall be entitled to treat the record owner of any interest in the LLC as the absolute owner thereof in all respects and shall incur no liability for distributions of cash or other property made in good faith to such owner, until such time as a written assignment of such interest has been received and accepted by the Members and recorded on the books of the LLC. The Members may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any interest in the LLC or any portion thereof be sold, transferred or assigned to a minor or incompetent; and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC.

(e) If a Member who is an individual dies, or if a court of competent jurisdiction adjudges him or her to be incompetent to manage his or her person or property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights hereunder solely for the purpose of settling his or her estate or administering his or her property. In no event shall such executor, administrator, guardian, conservator or legal representative participate in any way in the conduct of the business of the LLC, or in making any decision or taking any action provided for hereunder (including, without limitation, Section 4.01(a) or (b)) for any other purpose. If a Member is a corporation, trust or other entity that is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.02 Additional Members. Except as provided in Sections 6.01 and 6.03, additional Members may be admitted to the LLC only upon the written consent of Members who hold, in the aggregate, at least 75 percent of the total Percentage Interests held by all Members ("75 percent in Interest of the Members"); and any such consent shall specify the capital contribution, Percentage Interest and any other rights and obligations of such additional Member. Such approval shall bind all Members. In connection with any such admission, this Agreement (including *Schedule A*) shall be amended to reflect the additional Member; its capital contribution, if any; its Percentage Interest; and any other rights and obligations of the additional Member.

In connection with any such admission of additional Members, the Percentage Interests of the Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the LLC, pursuant to this Section 6.02, in the Net Profits, Net Losses and distributions of cash or property of any nature, may have such priority or priorities in relationship to the interests therein of the Members, as 75 percent in Interest of the Members may in their sole discretion determine, provided that the relative priorities of the Members in the Net Profits, Net Losses and cash distributions of any nature of the LLC shall not be altered as a result of the admission of any such new member.

Each Member and each person who is hereinafter admitted to the LLC as a Member hereby (i) consents to the admission of any such third party on such terms as 75 percent in Interest of the Members may determine (subject to the provisions of this Section 6.02), and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which it invests in the LLC; and (ii) acknowledges that, in connection with admission of any such person, such Member's interest in allocations of Net Profits and Net Losses, and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be diluted or otherwise altered (subject to the provisions of this Section 6.02). Any amendment to this Agreement that shall be made to effectuate the provisions of this Section 6.02 shall be executed by not less than 75 percent in Interest of the Members, and any such amendment shall be binding upon all of the Members.

6.03 Put Option.

(a) If, following the death of any Member, the LLC is continued in accordance with the provisions of Section 7.01(b) below, the estate or legal representative of such Member (the "Deceased Member") shall have the option to cause the LLC to purchase the interest of the Deceased Member. Any such election shall be made by delivery of written notice thereof to all other Members within 120 days following the date of death of the Deceased Member (the "Termination Date"). The purchase price for such interest shall be determined in accordance with this Section 6.03. If the estate or legal representative of the Deceased Member fails to make an election within the time period specified in the preceding sentence, the option shall expire.

(b) If the estate or legal representative of the Deceased Member elects to cause the LLC to purchase the interest of the Deceased Member, such purchase shall be made on the following terms. The purchase price for the interest shall equal (x) the Percentage Interest of the Terminated Member multiplied by (y) the Appraised Value, as hereinafter defined. The Appraised Value shall equal the fair market value of the assets of the LLC (determined by an appraiser who is mutually acceptable to the estate or its legal representative and to a Majority in Interest of the other Members) net of any liabilities of the LLC. Such appraiser shall estimate the fairest price (in terms of money) that could be obtained if the LLC's assets were offered for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of the uses to which such LLC assets in their then current condition are adapted, and for which use such assets are capable of being put at the time of the appraisal. The appraiser shall also take into consideration whether any debt to which the assets are subject is prepayable or callable.

(c) The purchase price for the interest of the Deceased Member shall be paid in cash, by delivery of a promissory note of the purchaser or some combination thereof, as the LLC may determine. Any such promissory note shall be unsecured, shall provide for payment of equal annual installments over a term not to exceed five years, and shall bear interest at the then applicable federal rate (as defined in the Code and regulations promulgated thereunder) for a note with the maturity date of such promissory note. Such promissory note shall be prepayable at any time without premium or penalty.

(d) The closing of a purchase pursuant to this Section 6.03 shall be held at the principal office of the LLC or such other place as is agreed upon by the buyer and seller within 60 days after the estate or legal representative of the Deceased Member elects to sell the interest of the Deceased Member to the LLC on a date that shall be mutually acceptable to the buyer and the seller, or as soon as practicable thereafter. The estate or legal representative of the Deceased Member shall transfer to the LLC (or its designee) the entire interest of the Deceased Member in the LLC, free and clear of all liens, security interests and competing claims, and shall deliver to the LLC or its designee such instruments of assignment, transfer, release, and evidence of due authorization, execution and delivery, and absence of any liens, security interests or competing claims, as the LLC shall reasonably request. Each Member shall execute and deliver at such closing such other instruments as shall be necessary, appropriate or convenient to effectuate such transfer.

ARTICLE VII Dissolution and Termination

7.01 Events of Dissolution.

(a) The LLC shall be dissolved:

(i) on a date designated in writing by all Members;

(ii) upon the death, retirement, expulsion, bankruptcy or dissolution of a Member subject to an election in accordance with Section 7.01(b);

(iii) upon the sale or other disposition of all of the LLC's assets; or

(iv) upon the entry of a decree of judicial dissolution.

(b) Notwithstanding the occurrence of an event specified in Section 7.01(a)(ii), the LLC shall not be dissolved, its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if all of remaining Members elect within 90 days after such occurrence to continue the LLC and its business.

(c) Dissolution of the LLC shall be effective on the day on which the event giving rise to the dissolution occurs, but the LLC shall not terminate until the LLC's Certificate of Organization shall have been canceled, and the assets of the LLC shall have been distributed, as provided herein. Notwithstanding the dissolution of the LLC, the business of the LLC and the affairs of its Members, as such, prior to the termination of the LLC as aforesaid, shall continue to be governed by this Agreement. A liquidator appointed by the remaining Members (who may also be a Member)

shall liquidate the assets of the LLC, distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the LLC's Certificate of Organization.

7.02 Distributions upon Liquidation.

(a) After paying liabilities owed to creditors, the liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the liquidator shall cause the remaining net assets of the LLC to be distributed to all Members with positive Capital Account balances, in proportion to and to the extent of such positive balances. If any part of such net assets consists of notes or accounts receivable or other noncash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form that would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value, net of any liabilities.

ARTICLE VIII
Miscellaneous

8.01 *Notices.* Any and all notices, requests, elections, consents or demands, permitted or required to be made under this Agreement, shall be in writing; signed by the Member giving such notice, request, election, consent or demand; and shall be delivered personally, or sent by email if confirmed by the recipient or other electronic means or registered or certified mail, or by overnight mail, Federal Express or other similar commercial overnight courier, to the other Member or Members at their addresses set forth in *Schedule A*. Signatures may be electronic. Notice to the LLC should be sent to the address of the LLC's principal office as set forth in Article I, hereof, or at such other address as may be supplied by written notice given in conformity with the terms of this Section 8.01. The date of personal delivery, *i.e.*, three days after the date of mailing or the business day after delivery to an overnight courier, or the date of actual delivery if sent by any other method, as the case may be, shall be the date of such notice. If notice was sent by electronic means, some proof of receipt must exist, showing the date of delivery (such as, without limitation, an electronic "read receipt" or the recipient's acknowledgment.)

8.02 *Successors and Assigns.* Subject to the restrictions on transfer set forth herein, this Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns; and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

8.03 *Amendments.* Except as otherwise specifically provided in this Agreement (including, without limitation, Section 6.02), this Agreement may be amended or modified only by a Majority in Interest of the Members, provided that (x) no such amendment shall increase the liability of, in-

crease the obligations of, or disproportionately adversely affect the interest of any Member, without the specific approval of such Member; (y) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests; and (z) subject to clauses (x) and (y), above, any amendment to this Section 8.03 shall require the approval of Members holding not less than two-thirds of all Percentage Interests.

8.04 *Partition.* The Members hereby agree that no Member or any successor in interest to any Member shall have the right, while this Agreement remains in effect, to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned; and each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement; and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

8.05 *No Waiver.* The failure of any Member to insist on strict performance of a covenant or any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

8.06 *Entire Agreement.* This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

8.07 *Captions.* Titles or captions of Articles or sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

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

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

8.10 *Gender, Etc.* In the case of all terms used in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

8.11 *Creditors.* None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the LLC, other than a Member who is such a creditor of the LLC in his, her or its capacity as a Member.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.



Qihang Zhang

03/13/2021

Date

**MASSBIOLOGY TECHNOLOGY LLC
SCHEDULE A**

Names, Addresses, Capital Contributions
and Additional Capital of the Members

Name and Business Address	Capital Contribution	Additional Capital	Percentage Interest
Qihang Zhang 6 Appleton Street Holyoke, MA 01040	\$600,000.00	\$0.00	100%

Certificate of Good Standing or Compliance from the MA Dept of
Unemployment Assistance Attestation Form

Signed under the pains and penalties of perjury, I, Qihang Zhang, an authorized representative of Massbiology Technology, LLC, certify that Massbiology Technology, LLC does not currently have employees and is therefore unable to register with the MA Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature Qihang Zhang

03/13/2021

Date

Printed name: QIHANG ZHANG

Title: CEO

Entity: Massbiology Technology, LLC



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

William Francis Galvin
Secretary of the
Commonwealth

April 12, 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

MASSBIOLOGY TECHNOLOGY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 16, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **QIHANG ZHANG**

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

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



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

PLAN FOR OBTAINING LIABILITY INSURANCE

Massbiology Technology, LLC plans to contract with Jubinville Insurance Group to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Massbiology Technology, LLC will consider additional coverage based on availability & cost benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Massbiology Technology, LLC will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Massbiology Technology, LLC Technology will keep reports documenting compliance with 935 CMR 500.105(10).

Massbiology Technology, LLC

EXECUTIVE SUMMARY

1.1 Mission and Vision Statements of Massbiology Technology, LLC

Mission Statement

Our mission is to provide consumers the highest quality cannabis, produced in our state-of-the-art cultivation and manufacturing facility. We don't strive to follow best practices; we aspire to set them by building an *industry leading company* that transforms the perception of cannabis and responsibly elevates the consumer experience.

Vision

Our goal is to establish a successful cannabis business comprised of passionate, daring people, driven by quality and integrity, who are determined to positively change the perception of cannabis and to collaborate with City and community leaders in changing the conversation around cannabis, by promoting the positive and healthy lifestyle of responsible consumers, and providing educational and employment opportunities.

1.2 Product

In addition to traditional and newly created strains of cannabis flower, Massbiology Technology, LLC will offer a wide range of products and services that will allow Massbiology Technology, LLC to separately serve various needs. Products, Massbiology Technology, LLC intends to offer, include but will not be limited to:

1. Pre-packaged flower and pre-rolls
2. Inhalation ready to use CO2 Vape cartridges
3. Edibles, including but not limited to, gummies, chocolates and cookies

1.3 Target

Massbiology Technology, LLC's target is adults over the age of 21.

1.4 What Drives Us

Massbiology Technology, LLC' goals include:

1. Serving consumers with high quality, consistent, laboratory-tested premier-grade cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Massbiology Technology, LLC's operations within their communities;
3. Hiring employees and contractors from within the communities we serve and those that have been particularly harmed by the war on drugs;
4. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Massbiology Technology, LLC and the cannabis industry, as a whole;
5. Having a diverse and socially representative pool of employees;

6. Empowering the next generation of leaders through hiring, training, and teaching through programs. Massbiology Technology, LLC plans to create a cannabis incubator/accelerator program to introduce potential hires in the cultivation and production of cannabis and cannabis products;

7. Being the most environmentally friendly cannabis operator in the Commonwealth of Massachusetts, through the use of our cultivation methods which include, but are not limited to, climate-controlled facilities with an advanced HVAC system, and more:

8. Creating branded cannabis products that stand for safe, effective, consistent, and high-quality cannabis products.

2. COMPANY DESCRIPTION

2.1 Structure

Massbiology Technology, LLC is a Massachusetts domestic limited liability corporation applying for licenses from the Massachusetts Cannabis Control Commission (“CCC”) to operate a Cannabis Cultivation and Product Manufacturing facility.

Massbiology Technology, LLC will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations in Holyoke,

The Cultivation and Product Manufacturing will be located at Massbiology Technology, LLC's facility, 6 Appleton St., Holyoke MA 01040 (all actives referred to, collectively, as “the facility”).

The facility is well positioned to match the ideal picture of a community cultivation and product manufacturer. Prior to Massbiology Technology, LLC taking over the facility, it was a defunct paper mill.

The facility encompasses 1 building totaling ±59,000 square feet on over .72 acres of land.

In Phase 1, Upon receipt of the Special Permit from the City of Holyoke and license approval from the Massachusetts Cannabis Control Commission, Massbiology Technology, LLC plans on converting the warehouse space immediately into a marijuana cultivation space in compliance with state guidelines. Massbiology Technology, LLC will be using ~21,000 square feet of a newly renovated, climate-controlled area for flowering canopy, and ~5,000 square feet consisting of an employee entrance, preparation area, mother room, clone/vegetative room, irrigation room, and a room dedicated to the system controls. Additionally, Massbiology Technology, LLC has an area totaling ~5,000 square feet, dedicated to drying, curing, trimming and packaging, harvested cannabis within the facility. It is the goal to have the initial build-out of the facility to be completed by September 2022. Further cultivation expansion (Phase 2) is planned to begin within 12 months of business operations commencing.

Massbiology Technology, LLC will establish inventory controls and procedures for inventory review, and will conduct of a monthly inventory of cannabis in the process of cultivation and finished, stored cannabis; as well, as conducting of a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; with prompt transcription of inventories, if taken by use of an oral recording device.

Massbiology Technology, LLC will tag and track all cannabis clones, plants, and cannabis products, using METRC and a seed-to-sale methodology (TBD) in a form and manner to be approved by the Commission.

No cannabis product, including cannabis, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Massbiology Technology, LLC maintains, and will continue to maintain, records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records shall be maintained in accordance with generally accepted accounting principles. Records shall be maintained for at least 12 months.

Massbiology Technology, LLC shall obtain and maintain for its adult-use activities, general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Massbiology Technology, LLC will provide, adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished cannabis and cannabis products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing cannabis or by-products of cannabis processing shall be disposed of in compliance with all applicable state and CCC requirements.

Massbiology Technology, LLC will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Massbiology Technology, LLC will obtain and shall provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Cannabis Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 on the cessation of operation of Massbiology Technology, LLC and Massbiology Technology, LLC agents shall comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security Massbiology Technology, LLC will contract with a professional security and alarm company, which will design, implement and monitor our comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community. A redundant alarm system will be installed to ensure that active alarms remain operational, if the primary system is compromised.

Massbiology Technology, LLC's state-of-the-art security system will consist of perimeter cameras, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system also includes a failure notification system that will immediately alert the executive management team if a system failure occurs.

Interior and exterior HD video surveillance of all areas that contain cannabis, entrances, exits, and parking lots are operational 24/7 and available to the local Police Departments. These surveillance cameras remain operational even in the event of a power outage.

The exterior of the facility and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Building Security

Property Security will be compliant with all state guidelines and will include the following:

- Perimeter Fencing;
- Facility to have opaque windows;
- Limited access to employees and vendors only over 21 years of age; resulting in a low risk of diversion of products to minors;
- Grow rooms and Lab area electronically secure.
- Finished marijuana to be stored in a vault;
- Interior Motion Detection during non-business hours
- Exterior and interior video surveillance with 24 hour recording, per state requirements;
- Duress, panic and hold up alarms connected to local law enforcement;
- Back up security system;
- Refuse to be removed from property in accordance with state guidelines; and
- Product transportation in accordance with state guidelines.
- Security personnel on site during business hours.

Only Massbiology Technology, LLC's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, with proper ID, validating that they are 21 years or older and a visitor log will be maintained in perpetuity.

All agents and visitors are required to visibly display an ID badge, with Massbiology Technology, LLC maintaining a current list of individuals with access.

On-site consumption of cannabis by Massbiology Technology, LLC employees and visitors will be prohibited.

Odor Control

Massbiology Technology, LLC shall satisfy air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

2.4 Benefits to the Municipality

Massbiology Technology, LLC looks forward to working cooperatively with the City of Holyoke, and to operate as a responsible, contributing member of the community. The city stands to benefit in various ways, including but not limited to the following:

- **Jobs:** The Holyoke Facility will add over time ~50 full-time jobs, in addition to hiring qualified, local contractors and vendors
- **Monetary Benefits:** A Host Community Agreement will provide the municipality with additional financial benefits beyond local property taxes.
- **Access to Quality Product:** Massbiology Technology, LLC will allow consumers in the Commonwealth to have access to high quality cannabis and cannabis products that are tested for cannabinoid content and contaminants
- **Control:** In addition to the CCC, Holyoke's Police Department will have oversight over Massbiology Technology, LLC' security systems and processes
- **Responsibility:** Massbiology Technology, LLC will be comprised of experienced cultivators and professionals who have been thoroughly background checked and scrutinized by the Cannabis Control Commission.

3. MARKET RESEARCH

3.1 Industry: Massachusetts is still an immature market with adult use cannabis only being legal since 2018. The industry is growing exponentially with over 100 licensed adult use dispensaries in MA. Most adult use dispensaries are not vertically integrated and rely on wholesale product. This will benefit Massbiology Technology, LLC in the supply and demand of wholesale product to other MA licensed dispensaries.

3.2 Consumers: In Massachusetts, sales are expected to increase from \$539 million in 2020, to eventually \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors Massbiology Technology, LLC's competitors include all currently open Marijuana Establishments (MEs) in the greater Holyoke area including, but not limited to, Green Thumb Industries (GTI), Resinate, INSA, and NETA.

3.4 Competitive Advantage: In every business, there is competition, however, the cannabis industry is known to be highly competitive. Massbiology Technology, LLC possesses several strengths which will allow it to stand apart from the competition. The industry is rapidly growing, and consumers are scrutinizing the quality of cannabis produced, and in some way also the branding of the business.

3.5 Regulations: Massbiology Technology, LLC plans to become a Marijuana Establishment (ME) consistent with the objectives of 935 CMR 500.000.

It is registered to do business in the Commonwealth as a domestic limited liability company (LLC) in compliance with 935 CMR 500.000 and maintains the corporation in good standing with the MA Secretary of State and the MA Department of Revenue.

Massbiology Technology, LLC will apply for all state and local permits and approvals required to renovate and operate the facility and will continue to work cooperatively with various municipal

departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.

The Holyoke Facility will cultivate cannabis, manufacture cannabis products, transport cannabis products, and conduct research and development.

4. PRODUCT / SERVICE

4.1 Product & Service: Massbiology Technology, LLC has strict and thorough standard operating procedures (“SOPs”) for its various operations. Said SOPs will be available to be reviewed by the staff at the Commission and the government officials, police, and fire officials in Holyoke, within which Massbiology Technology, LLC operates.

The core products Massbiology Technology, LLC will produce and distribute include, but are not limited to, smokable cannabis with varying levels of THC and CBD, ingestible infused products, and vaporizing cartridges.

4.2 Pricing Structure: Massbiology Technology, LLC pricing structure will vary based on market conditions. Massbiology Technology, LLC plans to produce products and of superior quality and will price its products accordingly.

4.3 Research & Development: Massbiology Technology, LLC plans to utilize a tissue culture laboratory to provide propagation through tissue cultures. If successful, not only would Massbiology Technology, LLC generate an even more consistent product, but Massbiology Technology, LLC will also be able to further reduce its environmental impact as it would negate the need to have a “mother room” from which to create clones.

Externally, Massbiology Technology, LLC plans to launch a premiere accelerator/incubator program for which any entrepreneur or researcher can apply to participate in. Massbiology Technology, LLC plans to accept 5-10 applicants every six months, based on an application process. Massbiology Technology, LLC would be looking for entrepreneurs and researchers that want to advance the cannabis industry with concepts including, but not limited to, new products, new brands, new cultivation techniques, new extraction techniques. Massbiology Technology, LLC is committed to empowering people from all walks of life to succeed and our incubator/accelerator program will be built for that purpose.

Apart from access to our facilities, Massbiology Technology, LLC will provide those enrolled in our program with expert guidance, hands on training, raw materials, legal assistance, and other tools to succeed in the cannabis industry.

5. MARKETING & SALES

5.1 Growth Strategy

Massbiology Technology, LLC’s plan to grow the company includes:

1. Strong and consistent branding;
2. A caring and thoughtful team made of consummate professionals; and
3. Superior products

5.2 Communication

Massbiology Technology, LLC will engage in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of cannabis or cannabis use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public shall include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising and branding produced by or on behalf of Massbiology Technology, LLC shall include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Cannabis use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Cannabis can impair concentration, coordination, and judgment. The impairment effects of edible cannabis may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Massbiology Technology, LLC shall ensure that all cannabis products that are provided for sale to Consumers are sold in tamper or child-resistant packaging. Packaging for cannabis products sold or displayed for Consumers, including any label or imprint affixed to any packaging containing cannabis products or any exit packages, shall not be attractive minors.

Packaging for cannabis products sold or displayed for consumers in multiple servings shall allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Massbiology Technology, LLC will not sell multiple serving beverages and each single serving of an edible cannabis product contained in a multiple-serving package shall be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a cannabis product. At no point will an individual serving size of any cannabis product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo: Massbiology Technology, LLC will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and does not use medical symbols, images of cannabis, related paraphernalia, or colloquial references to cannabis or cannabis.

5.5 Management Profile

Massbiology Technology, LLC is owned by an individual as the sole investor:

Qihang Zhang: lives in Springfield, MA and has previously studied Economics and

Management. Mr. Zhang plans to be actively involved in the Holyoke community and to provide support financially and through volunteer hours for ongoing projects, focusing on the homeless and those with addiction issues. Mr. Zhang hopes to create an diverse and welcoming community at Massbiology Technology, LLC as the general manager.

Conclusion

Massbiology Technology, LLC will be a cannabis cultivation and manufacturing facility at a Tier 4 level. Located in Holyoke MA and founded by a MA resident without any outside investors, the company will specialize in quality flower and process goods without any hazardous chemicals. Massbiology Technology, LLC hopes to be a long-time member and contributor to the community with future expansion within the town.

Policy for Separating Recreational from Medical Operations

Not Applicable

(Massbiology Technology is not a Medical Marijuana Treatment Center or Existing RMD Applicant)

1) Energy Efficiency, Conservation and Compliance

The MassBiology Technology Commercial Cultivator Facility will select lighting fixtures that are either on the Design Light Consortium (DLC) Horticultural Qualified Products List (HQPL) and/or that meet the Horticultural Lighting Power Density (HLPD) requirements at 2.7 umol/J while maintaining under 36 watts per square foot of active canopy on average across the entire facility unless otherwise determined in guidelines issued by the Commission, and utilizes a state of the art, closed loop Heating, Ventilation, and Air Conditioning (HVAC) system in each room.

MassBiology Technology will implement automated systems to control, monitor, and maintain temperature and humidity levels throughout each individual cultivation room within the facility. Cultivation rooms are individually controlled and monitored using a Direct Digital Control (DDC), which is an automated control of a condition or process by a digital device. This device system(s) allows for adjustable environmental parameters including temperature and humidity, light intensity, and CO₂ distribution. Cultivation rooms that house plant material will be under video surveillance as outlined in the MassBiology Technology Security Policies and Procedures.

The MassBiology Technology Commercial Cultivator Facility will be constantly aiming toward improving energy efficiencies and conservations. Current utilization of LED grow lights for cultivation have been implemented providing lower energy use in many ways. The fixtures themselves use less energy and produce less heat than traditional fixtures. With significantly less heat comes another exponential saving of energy typically used for HVAC.

MassBiology Technology shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

MassBiology Technology shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (EOEEA), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission.

MassBiology Technology will satisfy and comply with the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2).

MassBiology Technology will adopt and 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 shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

MassBiology Technology has engaged in conversations with engineers and consultants in order to meet and exceed the following minimum energy efficiency and equipment standards:

The building envelope for our facilities will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C. 402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

MassBiology Technology has already begun the research and initiated conversations with engineers and consultants to ensure the modification of our proposed facility meets these standards.

MassBiology Technology has engaged in conversations with industry consultants and engineers to ensure we meet the LPD requirement.

Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

MassBiology Technology has begun to research HVAC engineers and consultants to design and install compliant HVAC and dehumidification systems.

Safety protocols will be established and documented to protect workers (e.g., eye protection near operating grow lights).

MassBiology Technology safety protocols require that all agents, or other persons must wear Personal Protective Equipment (“PPE”) when in certain areas of the facility.

MassBiology Technology understands that 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), including but not limited to provisions for greenhouses and agricultural buildings.

Environmentally Friendly:

MassBiology Technology will be conscious in equipment selection, operations, as well as any future modifications to help minimize power consumption, decrease water usage, and always be further optimizing facility inputs while minimizing outputs and decreasing our carbon footprint. Indoor cultivation can be good for the environment because it massively reduces the amount of fossil fuels needed for farming equipment which is not required to sow, fertilize, weed, or harvest crops.

Optimized Use of Space:

MassBiology Technology's vertical racking vegetative grow-systems allow us to expand upwards. With this methodology, it is possible to achieve higher productivity in a smaller footprint. Depending on which strain is grown, one vertical vegetative room can consistently produce easily two (2) to three (3) times, or more, the amount produced in the same footprint of traditional indoor cannabis cultivation facilities, but with identical vegetative square footages being used.

Minimized Water Usage:

MassBiology Technology is extremely committed to being environmentally conscious and friendly. One of the main benefits of indoor cultivation is that the cultivation process uses about 10% of the amount of water, and as a result nutrients and fertilizers, compared to traditional methods. MassBiology Technology will be committed to ongoing analysis of both incoming and outgoing water quality to suitably treat and dispose of. Cultivation plans will focus on grow methods to minimize the volumes of runoff as well, while being conscious of, and testing runoff for analysis of treatment and/or disposal. MassBiology Technology will utilize crop steering methods as well as stacking techniques when and where applicable, to further minimize water usage while maintaining or increasing quality and yield.

Less Chemicals and/or Pesticides:

Growing cannabis in an indoor cultivation setting, when managed correctly, offers the opportunity to significantly reduce the need for pesticides. Pests have a much greater difficulty entering the controlled environment to cause crop damage and fungal diseases struggle to gain a foot hold as humidity levels are managed. The result of which is a product which is cleaner, healthier, safer, and which continues to guarantee a steady and uninterrupted supply of cannabis. MassBiology Technology is committed to providing barriers to entry to aid in minimizing exposure to pests and/or pathogens. Uniforms will be supplied to minimize outside contaminants from entering the facility and a paramount focus will be help on cleanliness and sanitation.

Highly Energy Efficient:

MassBiology Technology specializes in renewable technologies and systems solutions which can harness excess energy to be reused elsewhere in the facility. The use of LED lighting fixtures allows for MassBiology Technology to meet both LPD requirements of 2.2 umol/J minimum or 36 watts per square foot maximum, operating at 2.7 umol/J and under 36 watts per square foot. The use of vertical vegetative racking systems allows for MassBiology Technology to begin production being conscious of energy usages. MassBiology Technology will always be committed to taking further steps to assure energy usages and efficiencies are continuously monitored and optimized throughout the life of the business.

Safe for Staff:

Traditional cultivation has gained an unwanted reputation for being a workplace burdened with health and safety risks. With little to no heavy machinery or chemicals used for indoor cultivation, it obviously does not possess the same occupational hazards, thus significantly reducing the risk of injury. MassBiology Technology is committed to putting the health and safety of agents first, providing proper PPE, training, and safety measures throughout the facility.

Unaffected by Adverse Weather Conditions:

Growing in a fully enclosed and climate-controlled environment completely eradicates the need to rely on, or worry about, the weather. Whereas crops in a field can be ruined by excessive rain, wind, droughts, pests, diseases, etc., indoor farming provides significantly greater harvest certainties. MassBiology Technology HVAC systems will also have the future potential to utilize the filtration and sterilization to aid in controlling the indoor cultivation spaces utilizing any potential beneficial and/or adverse weather conditions and exterior pressures significantly reducing the energy uses of compressors within the units.

Reliable, Year-Round Crop Production:

The biggest indoor cultivation benefit is the fact that it is not dependent on the weather, meaning you can achieve a consistent year-round crop production without worrying about the impact of adverse weather conditions can have both on quality and profiling of production and yield. Cultivating in a protected, well-monitored, and managed environment brings assurance and peace of mind for growers providing repeatable programmable production. Indoor cultivation also successfully reduces harvest times and improves volume without compromising, while increasing on quality, potency, aromas, and flavors, which always remain consistent. Quality, potency, aromas, flavors, and shelf life have consistently been able to demonstrate improved attributes when using an indoor growing system, when designed and managed correctly. This allows MassBiology Technology to confidently commit to delivery schedules and agreements to fulfill orders supplying a steady and uninterrupted supply of cannabis to the Massachusetts market.

MassBiology Technology

Safety Plan

March 26, 2021

MassBiology Technology
Policies and Procedures: Safety Plan

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1) Purpose

The purpose of this plan is to outline the responsibilities of the Company, the Company's Management Team, and the Company's Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that the manufacturing processes used by MassBiology Technology produces safe, quality marijuana that will be sold to other Licensed Marijuana Establishments in Massachusetts.

2) Definitions

Cannabinoid means any of several compounds produced by marijuana plants that have medical and psychotropic effects.

Cannabinoid Profile means the amounts, expressed as the dry-weight percentages, of delta-nine tetrahydrocannabinol, cannabidiol, tetrahydrocannabinolic acid and cannabidiolic acid in a cannabis or marijuana product. Amounts of other cannabinoids may be required by the Commission.

Cannabis or Marijuana or Marihuana, means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana or Marihuana(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.

Cannabis or Marijuana Accessories means equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling or otherwise introducing cannabis or marijuana into the human body.

Cannabis or Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Commission means the Massachusetts Cannabis Control Commission established by M.G.L. c. 10, § 76, or its designee. The Commission has authority to implement the state marijuana laws, which include, but are not limited to, St. 2016, c. 334 as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000.

Consumer means a person who is 21 years of age or older.

Enclosed Area means an indoor or outdoor area equipped with locks or other security devices, which is accessible only to consumers 21 years of age or older, marijuana establishment agents, registered qualifying patients, or caregivers.

Food and Drug Administration or FDA means the United States Food and Drug Administration.

Host Community means a municipality in which a Marijuana Establishment is located or in which an applicant has proposed locating an establishment.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) 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;
- (b) independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- (c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

License means the certificate issued by the Commission that confirms that a Marijuana Establishment has met all applicable requirements pursuant to St. 2012, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. A Marijuana Establishment may be eligible for a provisional or final license.

Licensee means a person or entity licensed by the Commission to operate a Marijuana Establishment under 935 CMR 500.000.

Limited Access Area means an indoor or outdoor area on the registered premises of a Marijuana Establishment where cannabis or marijuana products, or their byproducts are cultivated, stored, weighed, packaged, processed, or disposed, under the control of a Marijuana Establishment, with access limited to only those marijuana establishment agents designated by the establishment.

Local Authorities means local municipal authorities unless otherwise indicated.

Manufacture means to compound, blend, extract, infuse or otherwise make or prepare a cannabis or marijuana product.

Marijuana Establishment means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 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.

Marijuana Product Manufacturer means an entity licensed to obtain, manufacture, process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

Person means an individual or entity under the laws of the Commonwealth.

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

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Area means a limited access area within the Marijuana Establishment where cannabis or marijuana is handled or produced in preparation for sale.

Provisional Marijuana Establishment License means a certificate issued by the Commission confirming that a Marijuana Establishment has completed the application process.

Real-time Inventory or Seed-to-sale Tracking means an electronic system that provides the electronic tracking of an individual cannabis or marijuana plant, including its cultivation, growth, harvest and preparation of cannabis or marijuana products, if any, and final sale. This system shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and licensees' involvement with the marijuana product.

Registrant means the holder of a registration card or a license.

Registration Card means an identification card issued by the Commission to a Marijuana Establishment or laboratory agent. The registration card allows access into Commission supported databases. The registration card facilitates verification of an individual registrant's status, including, but not limited to the identification by the Commission and law enforcement authorities of those individuals who are exempt from Massachusetts criminal and civil penalties under St. 2016, c. 334 as amended by St. 2017, c. 55, and 935 CMR 500.000.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

3) Overview

MassBiology Technology is a Commercial Cultivator and Product Manufacturer for Adult Use Cannabis that cultivates, harvests, manufactures, and packages Adult Use Cannabis for distribution to cultivation centers, craft growers, infuser organizations, dispensing organizations, or as otherwise authorized by rule.

MassBiology Technology Manufacturing operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

4) Location

The proposed address for the MassBiology Technology Manufacturing Facility is located at 6 Appleton Street - Holyoke, MA 01040. Operations are pursuant to issuance of a license by the Massachusetts Cannabis Control Commission (“CNB”).

5) Hours of Operation

Monday: 8:00am – 8:00pm
Tuesday: 8:00am – 8:00pm
Wednesday: 8:00am – 8:00pm
Thursday: 8:00am – 8:00pm
Friday: 8:00am – 8:00pm
Saturday: 8:00am – 8:00pm
Sunday: 8:00am – 8:00pm

6) Visitors

Access to the MassBiology Technology Manufacturing Facility is limited to authorized agents and authorized visitors only (i.e., equipment vendors, etc.). All authorized visitor information must be reported to Security at least 24 hours prior to the visitor being on site. All authorized visitors must be logged in/out by security in the visitor log. All authorized visitors must display a visitor ID badge at all times, and all authorized visitors must be accompanied by an authorized agent at all times. In addition, additional visitor requirements are outlined in the MassBiology Technology Security Policies and Procedures. Entry into the facility requires a person to go through a “mantrap” where the person must enter and then close the first door to the mantrap before proceeding through the second door. In addition to its security benefits, the mantrap will help prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside.

Employee and visitor gowning:

Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and don jumpsuits and disposable boot covers.

7) Safety

All agents will complete mandatory safety training sessions. Safety guidelines applicable in the Manufacturing Facility shall be followed. MassBiology Technology Agents and MassBiology Technology Management will have the following responsibilities when it comes to health and safety:

MassBiology Technology Management:

- Ensure the health and safety of Production Agents.
- Correct any workplace conditions that are hazardous to the health and safety of Production Agents.
- Inform Production Agents about any existing and/or remaining hazards.
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them.

- Provide and maintain appropriate protective devices, equipment, and clothing, and ensure that agents use them.
- Provide Agents with education, supervision, and training specific to the Facility and equipment used for Processing.
- Perform ongoing reviews of policies and procedures and update as needed.

MassBiology Technology Agents:

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions.
- Comply with all regulations and other legal requirements.
- Follow established safe work procedures.
- Use the required personal protective equipment.
- Refrain from horseplay or similar conduct that may endanger others.
- Ensure individual ability to work safely is not impaired by drugs or alcohol.
- Report accidents and other incidents (including near misses) to the Director of Manufacturing.
- Report the following to the Director of Manufacturing:
 - A hazard that might endanger MassBiology Technology Agents.
 - A problem with personal protective equipment or clothing.
 - Any suggestions to improve workplace safety.

8) MassBiology Technology Manufacturing Agent Health and Safety Program

Eight basic components have been identified to help prevent accidents and injuries from occurring within the Manufacturing Facility, as well as help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control - determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
 - Dealing with wet surfaces.
 - Proper personal protective equipment and clothing.
 - Solvent handling with use of protective gloves and proper ventilation.
 - Proper body mechanics when lifting heavy objects.

- Orientation, Education, Training & Supervision - properly prepare agents for the job duties and ensure policies and procedures are consistently followed.
- Safety Inspections - regular safety inspections throughout Manufacturing Facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation – determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings - regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid - determine what level of first aid is necessary on-site.
- Records & Statistics - maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns. Smoking is prohibited on MassBiology Technology property.

9) Emergency Evacuation Plan

In the event of a fire or other emergency in which evacuation is necessary, an agent designated by the Director of Compliance will be responsible for coordinating and directing an orderly evacuation of each assigned section of the Facility. Drills for evacuation and lock down will be coordinated with the Holyoke Police and Holyoke Fire Department. Evacuation priorities are:

- Move occupants who are closest to the danger to a safe area near or at an emergency exit.
- Direct occupants to evacuate the building through the nearest emergency exit.
- After safely exiting the building, all agents should proceed directly to the predetermined assembly area to participate in “roll call” led by the Director of Compliance.
- In the event MassBiology Technology receives a bomb threat, the agent receiving the threat should immediately notify a manager and dial 911. In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.
- In the event of a fire, the agent discovering the fire should activate the internal fire alarm immediately and radio to security.
- Security agents should dial 911.
- If possible, agents leaving the affected area will attempt to turn off electrical equipment and close doors against the fire.
- All occupants will exit the building using the nearest safe exit.
- Occupants will assemble for a “roll call” in the designated evacuation area, ensuring that they remain clear of responding fire apparatus’.

- Smoke and fire alarms will be tested on a monthly basis.
- Fire extinguishers and the fire suppression system will be tested/inspected on an annual basis.
- Security will ensure that an annual Fire Evacuation drill is conducted, documented, and performed in consultation with the Holyoke Fire Department.
- Fire Evacuation Maps will be clearly posted throughout the Manufacturing Facility.

10) Policies and Procedures for the Prevention of Diversion

Preventing diversion is a top priority for MassBiology Technology. The first steps in preventing diversion is communicating to all MassBiology Technology agents that a diversion program is underway, all medicine is being monitored, and diversion is taken seriously by management. Educating MassBiology Technology agents will begin during new hire orientation and training and will continue as part of on-going competency training. Revisiting MassBiology Technology's anti-diversion policies will be an ongoing process.

Using Metrc, MassBiology Technology will document all handling of medical cannabis during the Manufacturing process as marijuana moves through the different Manufacturing rooms located within the Manufacturing Facility. Manufacturing Agents who handle cannabis or cannabis products will be appropriately monitored through video surveillance. Manufacturing rooms that house plants and support rooms such as the Trim and Dry Room are outfitted with video surveillance cameras that monitor all activities that occur. All finished cannabis and cannabis product inventory will be audited on a weekly basis while Vault inventory will occur daily. Inventory audits will identify any discrepancies and/or suspected diversion. MassBiology Technology Manufacturing Agents will be subject to random security checks, including searches of personal items brought into the Manufacturing Facility.

STAFFING PLAN & AGENT TRAINING

Employee Roles, Duties and Responsibilities

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 Massbiology Technology, LLC while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Massbiology Technology, LLC 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 the Massbiology Technology, LLC facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Massbiology Technology, LLC facility;
- 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;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Massbiology Technology, LLC' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only

authorized individuals are permitted access to the Massbiology Technology, LLC 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 that jeopardizes customers, authorized visitors, and Massbiology Technology, LLC' 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 Massbiology Technology, LLC facility;
- Answer routine inquiries;
- Maintain visitor logs and escort authorized visitors in restricted access areas; and

Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate

Inventory Associates support the Inventory Manager during day-to-day operations.

Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the seed-to-sale tracking system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Massbiology Technology, LLC's policies and procedures for waste disposal are adhered to.

Human Resources Manager

The Human Resources Manager at Massbiology Technology, LLC will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Massbiology Technology, LLC, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Massbiology Technology, LLC agents;
- Review and revise Massbiology Technology, LLC personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Massbiology Technology, LLC agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Operations Manager

- Oversees the Compliance Manager, Quality Assurance Manager and Facilities Manager
- Oversees the operations within the cultivation facility
- Responsible for budgeting the department's expense, monthly reporting and works closely with the CFO on expense variances
- Assists all managers throughout the facility in trouble-shooting operational issues and escalating matters to the Chief Operating Officer.

Compliance Manager

- Ensures facility compliance with local, state, and federal guidelines
- Maintains company adherence to occupational, health, and safety regulations
- Shares best practices in the usage of METRC, the seed-to-sale tracking software system, with all throughout the organization
- Ensures regulations and industry standards are met as they relate to growing, testing and manufacturing of all cannabis products

- Ensures the tagging of all product within the facility is accurately recorded in the seed-to-sale tracking system.
- Shadows state regulators on all inspections and takes notes to ensure that follow-up items are completed in a timely manner

Master Cultivator

- Establishes cultivation and manufacturing goals and timelines while managing plant schedules and workflows
- Develops and implements facility crop production plan, including nutrient management, irrigation, pest control, environmental control, and other crop-specific practices
- Trains team members on techniques and practices in areas of propagation, transplanting, plant care, irrigation, fertilization, soils management, composting, pest management, disease detection and control, inventory controls, and equipment maintenance, etc.
- Determines timing and through-put of the product through the life-cycle of the plant and manufacturing.

Cultivation Manager

- Trains, implements and leads both Cultivation and Harvest Agents in processes to ensure consistent high-quality product
- Educates staff on cultivation management improvements, including Integrated Pest Management (IPM), seed/clone genetics, nutrients, soil amendments, pesticides, etc.
- Responsible for managing the employees throughout all phases of cultivation
- Manages performance by formulating effective goals, setting targets, and key performance indicators as appropriate
- Ensures the cultivation of consistent, repeatable, reliable, safe, and high-quality product commensurate with market demand
- Assures policies and procedures are being enforced throughout the Cultivation Facility to better meet production and sales goals, and to ensure a safe working environment.

Quality Assurance Manager

- Ensures quality of all materials and product for cultivation, manufacturing and sales are safe and adhere to highest quality standards so as to produce quality product
- Adheres to Good Food manufacturing and Hazardous Analysis protocols
- Supervises and coordinates the activities of the cultivation, manufacturing and retail products and services to ensure that it meets Good Manufacturing Practices
- Performs required daily, weekly and monthly inspections within all departments of the company
- Follows all state regulations and company Standard Operating Procedures.

Facilities Manager

- Manages facility operations: establishes and implements preventive maintenance on all systems in the building including; HVAC, lighting, irrigation systems, etc.
- Ensures safe operation of equipment, irrigation/fertilization systems, environmental controls, and other relevant systems by adhering to preventive maintenance schedules, following manufacturer's instructions, troubleshooting malfunctions, etc.
- Develops back-up or alternative systems for common problems such as power shortage

- Ensure safety of building from fire, flood and other hazards; maintains fire equipment and coordinates inspections
- Coordinates and oversees all facility inspections

Registered Agent Orientation

Massbiology Technology, LLC believe in creating and sustaining a robust policy of inclusivity and diversity, ensuring all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program. Agent orientation will include the following but not limited to:

- Diversity Awareness Training: zero-tolerance commitment of harassment, discrimination and Massbiology Technology, LLC's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Massbiology Technology, LLC employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.
- Zero-tolerance policy training for harassment, discrimination, bullying, and other actions which oppose Massbiology Technology, LLC core values;
- Massbiology Technology, LLC's company policies, including mission statement, core values, dress code and professional conduct;

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement Massbiology Technology, LLC's company policies. Following successful completion of the general orientation program, employees will undergo additional training, including Responsible Vendor Training, that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing training to ensure knowledge of newly determined best practices, policies and compliance.

Agent Training & Continuing Education

Training as required by 935 CMR 500.105(2), and prior to performing job functions, each of Massbiology Technology, LLC's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function and job description. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Training will include but not limited to:

- CCC regulations updates
- Product Knowledge
- Inventory Controls
- Compliance
- Anti-Diversion & Loss Prevention

Responsible Vendor Program

All of Massbiology Technology, LLC's current owners, managers, and employees will attend and successfully complete a Responsible Vendor Program operated by an education provider accredited by the Commission, who has no interest in a licensed marijuana establishment, to provide the annual minimum of two (2) hours of responsible vendor training to marijuana establishment agents. Massbiology Technology, LLC's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Massbiology Technology, LLC owners, managers, and employees will then successfully complete the program once every year thereafter. Massbiology Technology, LLC 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. Massbiology Technology, LLC'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, Massbiology Technology, LLC'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 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.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Massbiology Technology, LLC will securely maintain personnel records, including registration status and background check records. Massbiology Technology, LLC will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Massbiology Technology, LLC 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;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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 Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Massbiology Technology, LLC will undergo a detailed background investigation prior to being granted access to an Massbiology Technology, LLC facility or beginning work duties.

- Background checks will be conducted on all agents in their capacity as employees or volunteers for Massbiology Technology, LLC pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Massbiology Technology, LLC will:

- a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.

- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Massbiology Technology, LLC will consider the following factors:

- i. Time since the offense or incident;

- ii. Age of the subject at the time of the offense or incident;

- iii. Nature and specific circumstances of the offense or incident;

- iv. Sentence imposed and length, if any, of incarceration, if criminal;

- v. Penalty or discipline imposed, including damages awarded, if civil or administrative;

- vi. Relationship of offense or incident to nature of work to be performed;

- vii. Number of offenses or incidents;

- viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

- x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Massbiology Technology, LLC or the Commission.

Personnel Policies and Training

As outlined in Massbiology Technology, LLC's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Massbiology Technology, LLC agents are required to complete training as detailed in Massbiology Technology, LLC's Qualifications and Training plan which includes but is not limited to the Massbiology Technology, LLC's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

RECORDKEEPING

General Review

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

To ensure that Massbiology Technology, LLC is keeping and retaining all records as noted in this policy, review of Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Massbiology Technology, LLC's quarter-end closing procedures. In addition, 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 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, bonuses and benefits, or item of value paid to any individual affiliated with Massbiology Technology, LLC, 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;
 - 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 Massbiology Technology, LLC 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.
 - Completed responsible vendor and eight-hour related duty training.
 - a staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - all background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Massbiology Technology, LLC 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. Inventory records will be maintained for a minimum of one (1) year.
- Seed-to-Sale Tracking Records
 - Massbiology Technology, LLC will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of all marijuana and 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.
 - Within ten (10) calendar days, Massbiology Technology, LLC 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 Massbiology Technology, LLC for no less than

one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- 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.
 - When marijuana or marijuana products are disposed of, Massbiology Technology, LLC 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 registered agents present during the disposal or handling, with their signatures. Massbiology Technology, LLC 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.
 - 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.
 - Massbiology Technology, LLC will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
 - 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).
 - In the event Massbiology Technology, LLC closes, all records will be kept for at least two (2) years at Massbiology Technology, LLC's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Massbiology Technology, LLC 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 Massbiology Technology, LLC's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Record-Retention

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

Maintaining of Financial Records

(This document is a summary of the Maintenance of Financial Records Policy for Massbiology Technology, LLC. This plan may be amended once we are licensed)

I. Intent

Massbiology Technology, LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency. To provide clear and concise instructions for Massbiology Technology, LLC employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. Policy

Massbiology Technology, LLC financial records will be kept and maintained according to generally accepted accounting principles (GAAP). The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational, Massbiology Technology, LLC will hire or engage as a contractor, a bookkeeper with experience in business accounting to assist in the maintaining of these records. All Massbiology Technology, LLC financial/business records will be available for inspection to the Commission upon request. Massbiology Technology, LLC will maintain all business records in paper and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Massbiology Technology, LLC will incorporate the following into our business operations;

1. Massbiology Technology, LLC will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. Massbiology Technology, LLC will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Massbiology Technology, LLC will use up to date financial software programs for all financial transactions.
4. On an annual basis Massbiology Technology, LLC will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of the Massbiology Technology, LLC finances (books).
5. Massbiology Technology, LLC will engage the services of an industry experienced tax profession for the filing of all required state and federal tax documents.

ACCESS RESTRICTION TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.110(1)(a), marijuana will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID.

- In the event Massbiology Technology, LLC 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 500.030(1)(a). Massbiology Technology, LLC 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), Massbiology Technology, LLC 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.
- Massbiology Technology, LLC 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.
- Massbiology Technology, LLC will not manufacture or sell any edible 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).
- 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.”**
- Pursuant to 935 CMR 500.105(6)(b), Massbiology Technology, LLC’ 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.
- Massbiology Technology, LLC’s future 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).

TESTING OF MARIJUANA AND MARIJUANA PRODUCTS

No marijuana or marijuana products may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Marijuana Products shall be performed by an Independent Testing Laboratory 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 environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

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

As per 935 CMR 500.105 (3)(a), Massbiology Technology, LLC will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus and bacterial diseases and satisfying the sanitation requirement in 105 CMR 500.000 and if applicable 105 CMR 590.000: *State Sanitary Code Chapter X-Minimum Sanitation Standards for Food Establishments*;
- Prepared and handled on food-grade stainless steel tables, with no contact with agents' bare hands; and
- Packaged in a secure area.

As per 935 CMR 500.105 (3)(b), Massbiology Technology, LLC will ensure that all agents whose job includes handling of marijuana or non-edible marijuana products, including cultivation, production or packaging is subject to the requirements for food handlers specified in 105 CMR 300.000 *Reportable Diseases, Sureveillance and Isolation and Quarantine Requirements*.

As per 935 CMR 500.05 (3)(b)(2) Any agent working in direct contact with marijuana or non-edible marijuana products shall conform to sanitary practices, while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately

Hand washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Hand washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices, as per 935 CMR 500.105(3)(b)(3).

As per 935 CMR 500.105(3)(b)(4), Massbiology Technology, LLC will ensure that there shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Massbiology Technology, LLC will ensure that litter and waste be properly removed at to minimize the development of odor and the potential for the waste attracting and harboring pests, as per 935 CMR 500.105(3)(b)(5). The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

As per 935 CMR 500.105 (3)

- (6) Floors, walls and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- (9) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered with the Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.
- (10) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items may not be stored in an area containing products used in the cultivation of marijuana. The Commission may require Massbiology Technology, LLC to demonstrate the intended and actual use of any toxic items found on the premises.
- (11) Massbiology Technology, LLC will ensure that the water supply shall be sufficient for necessary operations. Massbiology Technology, LLC will be utilizing public water from the City of Holyoke.
- (12) Plumbing shall be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout Massbiology Technology, LLC. Plumbing shall properly convey sewage and liquid disposable waste from Massbiology Technology, LLC and there shall be no cross-connection between the potable and wastewater lines;
- (13) Massbiology Technology, LLC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- (14) Products that support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
- (15) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical and microbial contamination as well as against deterioration of finished products or their containers.

Massbiology Technology, LLC shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).

The written policy includes:

1. notifying the Commission within seventy-two (72) hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.
2. notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

(b) The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

(c) The notification from the Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Massbiology Technology, LLC will maintain the results of all testing for no less than one (1) year. Testing results shall be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Clones are subject to these testing provisions, but are exempt from testing for metals.

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

MASSBIOLOGY TECHNOLOGY, LLC DIVERSITY PLAN

Overview

Massbiology Technology, LLC is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+.

To support such populations, Massbiology Technology, LLC has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Massbiology Technology, LLC's operations.

Goals

In order to promote equity for the above-listed groups in its operations, Massbiology Technology, LLC has established the following goals:

1. Hiring and retaining a talented staff of employees that represent the diverse groups living in Massachusetts, preferably in Holyoke and surrounding communities by:
 - Ensuring that the number of individuals hired fall into the above listed demographics. More specifically, the goal for employment composition is:
 - At least 10% of staff is comprised of minorities;
 - At least 30% of staff is comprised of women;
 - At least 10% of staff is comprised of veterans;
 - At least 10% of staff is comprised of Disabled Individuals; and
 - At least 10% of staff is comprised of individuals who identify as LGBTQ.
2. Sourcing various contractors, subcontractors, vendors and suppliers from Massachusetts, preferably in Holyoke and surrounding communities, which ensures a balanced representation of minority, veteran and women-owned businesses; More specifically the goal for sourcing contractors, subcontractors, vendors and suppliers is estimated at:
 - 20% is comprised of minorities
 - 20% is comprised of veterans
 - 20% is comprised of women

Programs

Massbiology Technology, LLC has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertising employment opportunities in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards, as positions open up, but no less than annually; Massbiology Technology, LLC shall post quarterly advertisements in the local newspaper The Holyoke Sun and Masslive.com stating that Massbiology Technology, LLC is specifically looking for minorities, women, veterans, people with disabilities and people who identify as LGBTQ+.
2. Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings;
3. Encouraging employees to refer applicants from diverse groups for employment, as positions open up; and
4. Hosting a least one (1) career fair annually in Holyoke, with a focus on interviewing members of the diverse populations.
5. Massbiology Technology, LLC plans to source contractors, suppliers and vendors by placing public notices, at the time of construction, in the local newspaper The Holyoke Sun and Masslive.com stating that Massbiology Technology, LLC is looking for minorities, women, and veteran owned contractors to bid on the marijuana establishment's ongoing construction, and Massbiology Technology, LLC also plans to reach out to churches and community centers, in Holyoke and surrounding communities, to source and identify local vendors and suppliers.

Measurements

The Chief Operating Officer and HR will administer the Plan and will be responsible for developing measurable outcomes to ensure Massbiology Technology, LLC continues to meet its commitments. Such measurable outcomes, in accordance with its goals and programs described above, include:

- Employee data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation since initial licensure;
- Number of postings in diverse publications or general publications with supporting documentation on an annual basis;
- Number and subject matter of trainings held and the number of individuals falling into the above-listed demographics in attendance; and

- A comprehensive description of all efforts made by Massbiology Technology, LLC to monitor and enforce the Plan.

Beginning upon receipt of Massbiology Technology, LLC's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Massbiology Technology, LLC will utilize the proposed measurements to assess its Plan and will account for demonstrating documented proof of success or progress of the Plan, one year from provisional licensure.

The Chief Operating Officer and HR will review and evaluate Massbiology Technology, LLC' measurable outcomes no less than annually to ensure that it is meeting its commitments. Massbiology Technology, LLC is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

Massbiology Technology, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of every Marijuana Establishment.

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