



Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281313
Original Issued Date: 08/01/2021
Issued Date: 08/01/2021
Expiration Date: 08/01/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Northampton Labs

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

Business Address 1: 320 Riverside Drive
Business Address 2: Building 7, First Floor

Business City: Florence
Business State: MA
Business Zip Code: 01062

Mailing Address 1: 320 Riverside Drive
Mailing Address 2: Building 7 First Floor

Mailing City: Florence
Mailing State: MA
Mailing Zip Code: 01062

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?:
yes

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 30
Percentage Of Control: 33

Role: Owner / Partner
Other Role:

First Name: Robin Last Name: Goldstein Suffix:

Gender: Decline to Answer User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30 Percentage Of Control: 33

Role: Owner / Partner Other Role:

First Name: Barry Last Name: Goldstein Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30 Percentage Of Control: 33

Role: Manager Other Role:

First Name: Sue Last Name: Stubbs Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Susan Last Name: Stubbs Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Shareholder and member of Board

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 320 Riverside Dr

Establishment Address 2: Building 7 First Floor

Establishment City: Northampton Establishment Zip Code: 01062

Approximate square footage of the Establishment: 6000 How many abutters does this property have?: 35

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 Certification.pdf	pdf	5dc076a566a32657cfbd8e9e	11/04/2019
Plan to Remain Compliant with Local Zoning	N Labs_Zoning Review_19 Nov 2019.pdf	pdf	5ddd6e350f35e05798b3924a	11/26/2019
Community Outreach Meeting Documentation	COM Attestation Form Noho Labs 031021.pdf	pdf	606336d35100e00770db101c	03/30/2021
Community Outreach Meeting Documentation	Letter explaining Megan Dobro departure.pdf	pdf	6063380059735d07bd824116	03/30/2021
Community Outreach Meeting Documentation	COM Newspaper & Abutter.pdf	pdf	60633895021c1507b39835d2	03/30/2021

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	Positive Impact Plan -Northampton Labs 030521.docx.pdf	pdf	606338cda9f50407ba30df31	03/30/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Robin

Last Name: Goldstein Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager

Other Role:

First Name: Susan

Last Name: Stubbs Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Manager

Other Role:

First Name: Barry

Last Name: Goldstein Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CertificateofOrganization.pdf	pdf	5dd2e150a9ef3857c4459f43	11/18/2019
Secretary of Commonwealth - Certificate of Good Standing	cert of organization.pdf	pdf	5f723d6aac4d5e07c7f9d23c	09/28/2020
Department of Revenue - Certificate of Good standing	Cert with IRS.jpeg	jpeg	5f723d79e3e99907b865a81b	09/28/2020
Articles of Organization	Northampton Labs Operating Agreement 2.0 Sept 4 2020 copy.pdf	pdf	5f723f1b9193d007a2194e6b	09/28/2020
Bylaws	Bylaws Northampton Labs.pdf	pdf	606339c64967a0078ae9878a	03/30/2021
Secretary of Commonwealth - Certificate of Good Standing	Dept Unemployment Assistance Certificate.pdf	pdf	60633a77a9f50407ba30df46	03/30/2021

No documents uploaded

Massachusetts Business Identification Number: 001379543

Doing-Business-As Name:

DBA Registration City: Northampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Quote Noho Labs 021621.pdf	pdf	60633b664967a0078ae9879c	03/30/2021
Proposed Timeline	Proposed Timeline Northampton LABs 031221.pdf	pdf	60633b675100e00770db1062	03/30/2021
Business Plan	Northampton Labs Business Plan 032821.pdf	pdf	60633b6815bf0e07a4ba7e1d	03/30/2021

LABORATORY CERTIFICATION

Certifying Body: ISO ISO 17025 Accreditation Certificate Number: N/A

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	NL Diversion Plan.pdf	pdf	5fda2c8087f4c7077b612405	12/16/2020
Dispensing procedures	NL Dispensing.pdf	pdf	5fda2d24d8789e0780e4301c	12/16/2020
Energy Compliance Plan	Energy Compliance Plan 030121.pdf	pdf	60633c644967a0078ae987ac	03/30/2021
Inventory procedures	Inventory procedures - Lab - 030121.pdf	pdf	60633c655100e00770db1072	03/30/2021
Maintaining of financial records	Maintaining Financial Records - Lab - 030121.pdf	pdf	60633c6615bf0e07a4ba7e2b	03/30/2021
Personnel policies including background checks	Personnel Policies - Lab - 030121.pdf	pdf	60633c68e5be0207aec74a07	03/30/2021

Qualifications and training	Qualifications and Training - Lab - 030121.pdf	pdf	60633c69a9f50407ba30df61	03/30/2021
Quality control and testing	Quality control and testing - Lab - 030121docx.pdf	pdf	60633c84d13a03079c5f9199	03/30/2021
Record Keeping procedures	Record keeping procedures - Lab - 030121-converted.pdf	pdf	60633c854c3a6c079db3f857	03/30/2021
Restricting Access to age 21 and older	Restricting access to 21 and over - Lab - 030121-converted 2.pdf	pdf	60633c861c41b407a7675340	03/30/2021
Security plan	Security Plan -Lab- 030121.pdf	pdf	60633c884967a0078ae987b0	03/30/2021
Storage of marijuana	Storage of Marijuana - Lab - 111220-converted.pdf	pdf	60633c895100e00770db1076	03/30/2021
Transportation of marijuana	Transportation of marijuana - Lab - 030121-converted.pdf	pdf	60633c91d90419077cc34ac5	03/30/2021
Diversity plan	Diversity Plan - Noho Labs 050421-merged.pdf	pdf	60915e8468436d078d6b1f81	05/04/2021

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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 6:00 PM

Tuesday From: 8:00 AM Tuesday To: 6:00 PM

Wednesday From: 8:00 AM Wednesday To: 6:00 PM

Thursday From: 8:00 AM Thursday To: 6:00 PM

Friday From: 8:00 AM Friday To: 6:00 PM

Saturday From: Closed Saturday To: Closed

Sunday From: Closed Sunday To: Closed

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Barry S. Goldstein, (*insert name*) certify as an authorized representative of Northampton Labs LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Northampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August 28, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, David Narkewicz, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Northampton (*insert name of host community*) to certify that the applicant and City of Northampton (*insert name of host community*) have executed a host community agreement pursuant to G.L.c. 94G § 3(d) on SEPTEMBER 4, 2019 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community



Northampton Labs, proposed Cannabis Testing Laboratory
320 Riverside Drive, Cutlery Building, Bldg 7
Northampton MA 01060

19 November 2019

Applicable Zoning and General Building Information Summary

- Northampton Zoning District “OI” Office Industrial, zoning map 30A (dated 9 October 2019). Cannabis Testing Lab allowed by right in “OI” district, confirmed with Louis Hasbrouck at review meeting, 13 November 2019
- Section 350 attachment 2, Table of Use Regulations, 2:7 Retail and Commercial Uses, any independent marijuana testing lab must be located behind a street-front unit if on the ground level
- No exclusion zones are noted for nearby schools or residences
- Not located in a flood plain according to Northampton Flood Maps
- Space Use Group, “B” Business, testing and research laboratories
- +/- 6,520 gross SF, first floor space
- Building Type “5B” due to fact the south exterior wall is wood construction, all other exterior walls enclosing the space are non-combustible masonry/brick, +/-16” thick
- The building has no official historic status according to Sarah LaValley at the Northampton Historical Commission.
- Building is fully sprinklered
- Existing, non-addressable Fire Alarm system

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Sue Stubbs
Northampton Labs

March 24, 2021

To Cannabis Control Commission,

Megan Dobro is no longer with Northampton Labs. She had previously filled out the community outreach attestation form. As I was at the Community Outreach Meeting I filled out a new attestation form.

Sincerely,

Sue Stubbs

ASSIFIED

gazettenet.com

Legals**IMPORTANT NOTICE**

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceedings. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on 8/28/2019.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.

Date: July 18

Michael J. Carey, Register of Probate

July 27

32102

CITATION ON PETITION TO CHANGE NAME

Commonwealth of Massachusetts
The Trial Court

Probate and Family Court
Hampshire Probate and Family Court

15 Atwood Drive
Northampton, MA 01060
(413)586-8500

Docket No. HS19C0084CA

In the matter of: Nika Katarina Tomasic, a Petition to Change Name of Adult has been filed by Nika Katarina Tomasic of Amherst, MA requesting that the court enter a Decree changing their name to: Nika Tomasic

IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 8/28/19. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.

Date: July 25, 2019

Michael J. Carey
Register of Probate

July 27

Legals

proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC) A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.

Date: July 2, 2019

Michael J. Carey, Register of Probate

July 27

32106

LEGAL NOTICE of PUBLIC MEETING

Williamsburg Conservation Commission, Haydenville MA 01039. The Williamsburg Conservation Commission, in accordance with MGL Chapter 131, Section 40, the Wetland Protection Act, will hold a public meeting on: Thursday August 8, 2019 at 7:00 PM at the Williamsburg town offices, 141 Main St, Haydenville, MA to review a Request for Determination of Applicability submitted by: Gilbert E. Loud III. The subject area or activity is located at 17 Briar Hill Rd. Williamsburg, MA 01096.

July 27

32243

NOTICE AND ORDER:

Petition for Visitation of of Guardianship of a Minor
DOCKET NO. HS15P0046GD
COMMONWEALTH OF MASSACHUSETTS

The Trial Court
Probate and Family Court
Hampshire Probate and Family Court

33 King Street, Suite 3
Northampton, MA 01060

In the interests of Trey A Santiago of Williamsburg, MA

Minor

NOTICE TO ALL INTERESTED PARTIES

1. Hearing Date/Time: A hearing on a Petition for visitation of Guardian of a Minor or Petition for Removal of Guardian of a Minor filed by DCF, Kayla M. Barcomb on 1/28/2015 will be held 7/31/2019 2:00 pm Guardianship of Minor Hearing Located at 15 Atwood Drive, Northampton MA 01060

2. Response to Petition: You may

Legals

Bicycles: Proposal to amend the city ordinances, Chapter 3, Bicycles, Sec. 3-1 and Manhan Rail Trail (Art. II). More information is available in the Office of the City Clerk, 50 Payson Ave., Easthampton, MA during regular business hours. Those interested in the above hearings should be present at the time and place indicated above.

Joseph P. McCoy

President, Easthampton City Council

July 27

320

PUBLIC MEETING NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Friday, August 9, 2019, 3:00 PM, at 320 Riverside Drive, Building #7, Northampton, Massachusetts. The proposed establishment, an independent testing laboratory to be operated by Northampton Labs LLC, will be located at that address. There will be an opportunity for the public to ask questions.

July 27

32090

INFORMAL PROBATE PUBLICATION NOTICE

Commonwealth of Massachusetts
The Trial Court

Probate and Family Court
Hampshire Division
15 Atwood Drive
Northampton, MA 01060
413-586-8500

Docket No. HS19P0444EA

Estate of Anne T. Groth

Date of Death: 4/6/2019

To all persons interested in the above captioned estate, by Petition of Petitioner John G. Groth of Monson, MA, a Will has been admitted to informal probate.

John G. Groth of Monson, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

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

EvansCutler Attorneys

Richard M. Evans
evans@evanscutler.com
413 586-1349

90 Conz Street
Northampton, Massachusetts 01060
www.evanscutler.com

Michael D. Cutler
cutler@evanscutler.com
617 816 6056

July 26, 2019

The City Clerk
City of Northampton
212 Main Street
Northampton, MA 01060

The Planning Board
City of Northampton
212 Main Street
Northampton, MA 01060

Office of the Mayor
City of Northampton
212 Main Street
Northampton, MA 01060

And owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of 320 Riverside Drive, Northampton

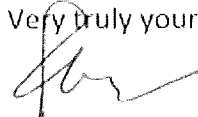
To the City Clerk, the Planning Board, the City Council and Neighbors:

Notice is hereby given that Northampton Labs LLC, will hold a Community Outreach Meeting for a proposed marijuana independent testing laboratory to be located at 320 Riverside Drive, Building #7, Northampton, Massachusetts, on Friday, August 9, 2019, at 3:00 PM. There will be an opportunity for the public to ask questions.

A copy of the notice to be published in the Daily Hampshire Gazette is below.

Your attendance and participation are cordially invited.

Very truly yours,



Richard M. Evans

PUBLIC MEETING NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana independent testing laboratory to be operated by Northampton Labs LLC is scheduled for Friday, August 9, 2019, 3:00 PM. at 320 Riverside Drive, Building #7, Northampton, Massachusetts. The proposed establishment will be located at that address. There will be an opportunity for the public to ask questions.

Positive Impact Plan

Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

We seek to identify and support at least one applicant for licensure or entrepreneur who fulfills the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. This applicant shall be connected to **Holyoke, Greenfield, Pittsfield, ADIs in Springfield, or Worcester, Walpole, Taunton, Mansfield** or other communities that are Areas of Disproportionate Impact (ADI) as defined by the Commission, through residence or location of their intended business operations at that time. The availability of this service will be continuously promoted through direct engagement with participants in the Social Equity Applicant cohort.

Acknowledgements

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Programs:

The *Positive Impact Program* comprises four main elements:

Business Development - The Positive Impact Plan will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas, property search, business strategy, team development, document creation, etc. for developing, permitting, and licensing their cultivation, retail, processing, and delivery businesses. **Goal of 5 hours of business development** will be offered.

Local licensing and permitting - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Special Permitting, local licensing, or both, with the **goal of 20 hours of local help**.

State licensing - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 20 hours consultation**

Compliance - The Positive Impact Plan will provide essential support during the post-provisional to “commence operations” phases of licensing. These services will help PTG applicants more effectively make the difficult transition to the challenging realities of the regulated cannabis industry. We will provide a **goal of 20 hours assistance**.

Ancillary/Employment - If the mentee is unable to secure funding for a marijuana business then the plan will provide networking/employment opportunities or career guidance in using the skills they have developed to bring services to their ADIs.

Goals:

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one full business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Consulting on investor relations and real estate selection
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Preparation, support, presentation, and advocacy at Special Permit hearings (where applicable) with a goal of **one Special Permit achieved**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of developing **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 10 hours** of MassCIPortal assistance)

- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

Measurements and Metrics:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Targeting** - Did the applicant or mentee meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described above
- **Milestones** - Was the applicant provided assistance in the achievement of **at least 3 of the "Goals"**, above
- **Assistance** - Was the applicant provided a goal of **10 hours of direct consulting support** in any or all of the four principal program elements



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: 001379543

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

2a. Location of its principal office:

No. and Street: 13 TRUMBULL RD

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

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

No. and Street: 13 TRUMBULL RD

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

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

SCIENTIFIC RESEARCH AND TESTING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BARRY S GOLDSTEIN

No. and Street: 13 TRUMBULL RD

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

I, BARRY S GOLDSTEIN 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	JEREMY BARRETT GUILLORY	3004 RAE DELL AVE AUSTIN, TX 78704 USA
MANAGER	MEGAN DOBRO	172 LONG PLAIN RD LEVERETT, MA 01054 USA
MANAGER	SUSAN L STUBBS	13 TRUMBULL RD NORTHAMPTON, MA 01060 USA
MANAGER	ROBIN S GOLDSTEIN	4096 PIEDMONT AVE #715 OAKLAND, CA 94611 USA
MANAGER	BARRY S GOLDSTEIN	13 TRUMBULL RD NORTHAMPTON, MA 01060 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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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	BARRY S GOLDSTEIN	13 TRUMBULL RD NORTHAMPTON, MA 01060

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of April, 2019,
BARRY S GOLDSTEIN
(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:

April 26, 2019 12:20 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

September 11, 2020

TO WHOM IT MAY CONCERN:

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

NORTHAMPTON LABS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 26, 2019.**

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: **ROBIN S GOLDSTEIN, SUSAN L STUBBS, BARRY S GOLDSTEIN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBIN S GOLDSTEIN, SUSAN L STUBBS, BARRY S GOLDSTEIN**

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

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner
mass.gov/dor

Letter ID: L1881550912
Notice Date: November 19, 2019
Case ID: 0-000-839-338



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NORTHAMPTON LABS LLC
13 TRUMBULL RD
NORTHAMPTON MA 01060-3013

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

NORTHAMPTON LABS, LLC

Operating Agreement v2.0

Dated September 4, 2020

This Operating Agreement is hereby adopted by Northampton Labs, LLC, a Massachusetts limited liability company organized under Chapter 156C of the General Laws, to provide for its governance and operations, and the rights and obligations of its Owners.

1. IDENTIFICATION Northampton Labs LLC, a Massachusetts domestic limited liability company with a registered address of 13 Trumbull Road, Northampton, Massachusetts, and a principal office at 320 Riverside Drive, Northampton, Massachusetts. The Company's Resident Agent for service of process is Barry S. Goldstein, 13 Trumbull Road, Northampton, Massachusetts 01060.

2. NOMENCLATURE As used herein,

"Company" means Northampton Labs, LLC, a Massachusetts limited liability company having a principal office at 320 Riverside Drive, Building #7, Northampton, Massachusetts, 01060.

"Managers" means a member of the Board of Managers (see section 14(a)). The three initial Managers are Robin Goldstein, Barry Goldstein, and Susan Stubbs.

"Owners" means holders of Ownership Units.

"Ownership Units" means units representing an equity interest in the Company, including rights to a percentage of the Company's annual distributions and proceeds in the case of an exit event.

"Unvested Units" means Ownership Units that have been reserved by the Company for a particular Owner but have not yet been issued and are thus not considered in calculations of proportional profit distributions. When Unvested Units are unconditionally issued, according to Schedule B, they are deemed "Vested."

"Vested" means that an ownership interest has been unconditionally issued by the Company. Ownership Units that are Vested ("Vested Units") are counted in calculations of proportionate profit distribution. "Vesting" means the conversion of Unvested Units into Vested Units via the issuance of unconditional Ownership Units.

- | | | |
|----|-----------------------------------|---|
| 3. | PURPOSE OF THE COMPANY | The purpose of the Company is to own and operate an analytical testing laboratory and to engage in any other business activities that are lawful under Massachusetts state law. |
| 4. | OPERATIONAL STATUS OF THE COMPANY | The Company has secured its location, cleared local hurdles, completed a feasibility study, completed an initial round of drawings with an architecture firm, and begun construction of the laboratory. |
| 5. | TERM | The Company's term commenced with the filing of its Certificate of Organization on April 26, 2019. There is no fixed date for its dissolution. |
| 6. | CURRENT OWNERS | The names and business addresses of the four current Owners are set forth on Schedule A. Additional Owners may be admitted in accordance with the provisions hereof. |
| 7. | NOT A PARTNERSHIP | The Company is not intended to be organized as a general partnership, limited partnership or joint venture, and no Owner shall be considered to be a partner or joint venture of any other Owner for any non-tax purpose, and this agreement shall not be construed otherwise. |
| 8. | OWNERSHIP | <p>(A) Ownership of the company currently stands in the form of 5,845 (five thousand eight hundred forty-five) Ownership Units, each representing a 0.0171% ownership (equity) interest in the Company, and entitling the Owner holding same to a share in the earnings and merger or acquisition proceeds of the company as provided below. Ownership Units shall not be voluntarily divisible into or transferable in fractional portions.</p> <p>(B) Up to 4,155 additional Ownership Units will be issued to investors, financing partners, and employees, according to the terms set out below, for a total of 10,000 Ownership Units. When the full 10,000 Ownership Units are issued, each Ownership Unit shall represent a 0.01% ownership (equity) interest in the Company, and entitling the Owner holding same to a share in the earnings and merger or acquisition proceeds of the company as provided below.</p> <p>(C) Ownership Units shall carry no voting rights, but Owners will have the right to be heard on major company decisions as provided in Section 15 below and to be informed as to the state of the business.</p> <p>(D) If, due to future capital needs, the Company deems it necessary to issue additional Ownership Units such that the total ever exceeds 10,000 Ownership Units, it will do so only with the unanimous consent of all Managers.</p> |

9. DISTRIBUTION OF OWNERSHIP UNITS
- Of 10,000 Ownership Units,
- (A) Five thousand eight hundred forty-five (5,845) Ownership Units have been issued to the Company's four current Owners in consideration of sweat, services and cash in such form and amounts as otherwise shown on Schedule A, and are deemed Vested in such individuals.
 - (B) Up to three thousand six hundred (3,600) Ownership Units are to be issued to future investors and financing partners, and will be deemed Vested upon issuance by the Company and receipt of consideration. If fewer than 3,600 Ownership Units are issued in future investment and financing arrangements, then the remainder of Units will be reserved but not issued, and ownership in the Company and associated rights of the owners of Units will remain proportional to the total number of Ownership Units issued.
 - (C) The remaining five hundred fifty-five (555) Ownership Units will be reserved for the future issuance of warrants as part of an incentive plan for the Lab Director, in accordance with the schedule attached as Schedule B. The Lab Director will be hired according to the compensation scheme attached as Schedule C. The issuance of future Units as warrants to the Lab Director will depend on the Lab Director's continued full-time employment with the Company and the achievement of certain milestones set out in Schedule B.
10. EQUAL EARNING
- Each vested Ownership Unit will earn an equal share of the Company's distributions of net income in accordance with Section 12.
11. DISTRIBUTIONS
- (A) Holders of Ownership Units are entitled to receive a share of annual distributions proportional to the total Units held, and to receive a proportional share of the proceeds upon a merger, acquisition or other exit event.
 - (B) Distributions will be paid at the end of each year during which the Company has positive net income after taxes, operating expenses, capital expenses, and debt payments. Before distributions are made, the company will distribute up to 10% of its net income to employees in a profit-sharing plan determined by the Board of Managers. A portion of the remaining net income, determined by the Board of Managers, will be distributed to the holders of Ownership Units according to their percent of all outstanding vested Ownership Units, subject to the constraints that:

- (i) If the company declares positive net income, annual distributions will at a minimum first cover each Owner's resulting income tax liability, if resources permit; and
 - (ii) Before making distributions, the Company will maintain a working capital balance in its bank account of up to \$1 million, determined at the discretion of the Board of Managers, in order to cover unexpected costs that may arise in the course of business.
 - (C) Additional distributions, not subject to company performance ("Guaranteed Distributions"), will be made by the Company on the last day of each month to certain Managers, in consideration of their ongoing work for the Company, in the amounts and subject to the conditions set out in Schedule C. Guaranteed Distributions do not affect, and are not subject to any of the conditions for, the annual income distributions pursuant to Sections 11(A) and 11(B). Managers receiving Guaranteed Distributions are still entitled to their full proportional shares of annual income distributions in Sections 11(A) and 11(B).
12. INFORMATION TO OWNERS
- (A) Within 30 days after the end of each fiscal year, the Company shall furnish each Owner with such information as is needed to enable the Owners to file their federal income tax returns and any required state income tax returns. The cost of such reporting shall be paid by the Company as a Company expense. Any Owner may, at any time, and at its own expense, cause an audit of the Company's books to be made by a certified public accountant of the Owner's own selection. All expenses incurred by such accountant shall be borne by such Owner.
 - (B) In addition to earnings reports, the Board of Managers shall keep all Owners informed as to significant occurrences and developments affecting the Company. If the company is considering steering a portion of its positive net income into a major new investment not contemplated in this plan (e.g. the purchase of a new building, entry into another market, or the acquisition of another company), instead of distributing more income to Owners, the Board of Managers will hold an open and participatory meeting to which all Owners will be invited to learn the facts and voice their opinions and concerns.
13. MANAGEMENT AND CONTROL
- Subject to the provisions of this Agreement and Chapter 156C of the General Laws, management and control of the Company shall be vested in the Board of Managers.

- (A) Current Board of Managers. The Board of Managers currently consists of Robin Goldstein, Barry Goldstein, and Susan Stubbs. In addition to serving on the Board of Managers, it is expected that the duties and responsibilities of the Managers are as follows:
- (i) As Chief Executive Officer, Robin Goldstein will supervise the Company's business and sales activities, corporate affairs, and investor relations. The Lab Director, sales and customer relations staff, lawyers, and business consultants report to Robin Goldstein.
 - (ii) As Property Manager, Barry Goldstein will supervise construction projects, building improvements and maintenance, permitting, local compliance, security systems, and dealing with unforeseen emergencies. Architects, building contractors, and maintenance staff report to Barry Goldstein.
 - (iii) As Treasurer, Susan Stubbs will supervise the company's bank account, fiscal and tax affairs. Accountants, bookkeepers, and other financial staff report to Susan Stubbs.
- (B) Vacancy. In the event of a vacancy on the Board of Managers, the remaining Managers may, at their discretion, designate a successor and give notice thereof to all Owners.
- (C) Majority vote required. All actions of the Board of Managers, including, without limitation, quarterly budgets, unplanned expenditures, deviations from approved budgets of more than \$5,000 and the hiring and firing of full-time employees, shall require the approval of a majority vote of the Board of Managers. Managers may grant their proxy to other Managers for the approval of hiring or firing full-time employees or consultants.
- (D) Other Authority. Specifically, not by way of limitation, the Board of Managers shall be authorized, for and on behalf of the Company,
- (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 company or the Company's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the Company.

- (a) To cause to be paid on or before the due date thereof all amounts due and payable by the Company to any person or entity;
 - (b) To employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the Company, whether or not any such person so employed are Owners or are affiliated or related to any Owner; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Owners shall in their sole discretion determine.
- (ii) 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 or against the Company
- (iii) To pay any and all fees and to make any and all expenditures that the Board of Managers in its discretion, deems necessary or appropriate in connection with the organization of the Company, and the carrying out of its obligations and responsibilities under this or any other agreement;
- (iv) To cause the Company'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;
- (v) To lease, sell, finance or refinance all or any portion of the Company's property;
- (vi) To cause the Company to make or revoke any elections under the Internal Revenue Code;
- (vii) To establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

- (viii) To pay all organizational, general and administrative expenses of the Company;
- (ix) To exercise all powers and authority granted by Chapter 156C, except as otherwise provided in this Agreement;
- (x) To engage in any activity or carry out any contracts in connection with, or incidental to the accomplishment of the purposes of the Company;

Provided, however, that the Board of Managers shall have no authority to take any action that would create a noncompliance with state regulations, threaten its license or otherwise jeopardize its good standing with the state government.

- 14. MAJOR DECISIONS If, in the opinion of the Board of Managers, the Company is facing a major decision, such as one affecting the health of the company or offering an opportunity deserving of careful consideration, the Board of Managers shall give notice to all Owners and give each a briefing on the matter to Owners and solicit their input.
- 15. BOOKS AND RECORDS
 - (A) The books and records of the Company, including but not limited to all documents, records and other items described in Section 9 of Chapter 156C of the General Laws, shall be maintained by the Managers and stored in secure digital form.
 - (B) The Company's books shall be closed and balanced at the end of each fiscal year of the Company. The fiscal year of the Company shall be the calendar year or such other fiscal year as the Board of Managers may from time to time determine unless Section 706 of the Internal Revenue Code requires the use of a different tax year.
 - (C) The Board of Managers 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 Board in connection with the business of the Company, and in which shall be deposited any and all cash receipts of the Company. All deposits and funds unnecessary for the operations of the Company may be invested in short-term investments, as the Board shall determine. All such amounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Board for the purposes specified in this Agreement. There shall not be deposited in any of said account funds other than those belong to the Company, and no other funds shall in any way be commingled with such funds.

16. LIABILITY OF OWNERS;
INDEMNIFICATION
- (A) No Owner shall have any liability to the Company or to any other Owner for any loss suffered by the Company that arises out of any action or inaction of such Owner, if such Owner in good faith determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence or willful misconduct of such Owner. Each Owner shall be indemnified by the Company against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them with respect to action taken by them on behalf of the Company, provided that the same were not the result of gross negligence or willful misconduct on the part of such Owner. Each Manager shall be indemnified by the Company against any losses incurred resulting from personal guarantees, including but not limited to lease and construction payment guarantees, that were taken by a Manager on behalf of the Company, or for Company purposes, prior to the date of this Agreement. If state and Federal laws conflict, for the purposes of this Agreement, actions by Owners that are lawful under state law shall not be considered negligent on the mere basis that they violate Federal law. Violations of laws shall not terminate or otherwise alter a Owner's rights or obligations under this Agreement. Any indemnity hereunder shall be paid from, and only to the extent of, Company assets, and no Owner shall have any personal liability on account thereof.
- (B) The liability of the Owners for the losses, debts and obligations of the Company shall be limited to their capital contributions, *provided, however,* that under applicable law, the Owners may under certain circumstances be liable to the Company to the extent of previous distributions made to them in the event that the Company does not have sufficient assets to discharge its obligations.
17. EXIT EVENT
- In the event of a merger or acquisition of the Company ("Exit Event"), all Unvested Units still held by the Lab Director at the date of the Exit Event will immediately vest (prior to the change in control) and be converted to Vested Units. Each Owner holding Ownership Units will then receive a percent share of the company's proceeds from the Exit Event, which will be calculated by the number of Ownership Units an Owner holds, divided by the total number of Ownership Units that have ever been issued.
18. TRANSFER OF INTERESTS
- No Owner may sell, transfer, assign, pledge, hypothecate or otherwise dispose of any Ownership Units without the express consent of the Board of Managers.
19. DISSOLUTION
- (A) The Company shall be dissolved

- (i) On a date designated in writing by the Board of Managers; or
 - (ii) Upon the sale or other disposition of all of the Company's assets; or
 - (iii) Upon the entry of a decree of judicial dissolution of Section 44 of Chapter 156C.
 - (B) Notwithstanding the occurrence of an event specified above, the Company shall not be dissolved, its business and affairs shall not be discontinued, and the Company shall remain in existence as a limited liability company if the Board of Managers elects within 90 days after such occurrence to continue the Company and its business.
 - (C) Dissolution of the Company shall be effective on the day on which the event giving rise to the dissolution occurs, but the Company shall not terminate until the Company Certificate of Organization shall have been canceled, and the assets of the Company shall have been distributed as provided below. Notwithstanding the dissolution of the Company, the business of the Company and its affairs shall continue to be governed by this Agreement. A liquidator may be appointed by the Board of Managers to liquidate the assets of the Company, distribute the proceeds as provided herein and cause the cancellation of the Company's Certificate of Organization.
 - (D) In the event of dissolution, all assets of the company, including equipment, good will, brand, intellectual property and other assets will be liquidated to the extent possible. After the payment of debts, liabilities and costs of liquidation, remaining assets shall be distributed proportionally to vested shares. Unvested shares shall not be included in the calculation of dissolution rights.
20. NONCONFORMITY TO STATUTE To the extent that the rights or obligations of Owners or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.
21. MUTUAL COVENANTS Participation in the Company by Owners or Managers signifies a pledge, each to the others, of good faith and fair dealing, of privacy and confidentiality. No Owner shall disclose any of the Company's proprietary information except as authorized by the Board of Managers or as necessary for the exercise of its rights.

22. SUCCESSIONS AND ASSIGNS Subject to the restrictions on transfer set forth herein, all provisions of this Agreement shall be binding upon and shall inure to the benefit of the Owners, their respective successors, successors in title, heirs and assigns; and each and every successor in interest to any Owner, whether such successor acquires such interest by way of gifts, purchase, foreclosure or by any other method, shall hold such interest subject to all of the terms and provisions herein. Upon the death of a member of the Board of Managers, all rights assigned herein shall transfer to the surviving Managers.
23. NO WAIVER The failure of any Owner to insist on strict performance of a covenant or any obligation hereunder shall not be a waiver of such Owner's right to demand strict compliance in the future. No consent or waiver, express or implied, to or for 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.
24. AMENDMENTS This Operating Agreement may be amended by the Board of Managers at any time, except that if any proposed amendment would adversely affect the interest of any Owner, he or shall be notified in advance and given the opportunity to be heard.
25. ENTIRE AGREEMENT This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.
26. CAPTIONS Title or captions 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.
27. 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.
28. 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 permits.
29. 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 Owners, notwithstanding that not all Owners have signed or initialed the same counterpart.

Adopted by Northampton Labs, LLC, as of August 27, 2020, by all of its Managers.

Robin S. Goldstein, Manager and Owner
_____, 2020

Barry S. Goldstein, Manager and Owner
_____, 2020

Susan L. Stubbs, Manager and Owner
_____, 2020

Schedule A

Names, Addresses, Ownership Interests of Owners

	Name & Address	Ownership Units			Initials
		Units currently vested	Units vesting upon cash investment	Units reserved for warrants	
Co-Founders	Robin S. Goldstein 4096 Piedmont Avenue #715 Oakland, California 94611	1,670	-	-	
	Barry S. Goldstein 13 Trumbull Road Northampton, MA 01060	1,670	-	-	
	Susan L. Stubbs 13 Trumbull Road Northampton, MA 01060	1,670	-	-	
	Jeremy B. Guillory 3004 Rae Dell Avenue Austin, Texas 78704	835	-	-	
Investors, financing partners, launch team	Equity investors and equipment lenders	-	3,600	-	
	Lab Director (To be named later)	-	-	555	
	Total (10,000 units)	5,845	3,600	555	

Schedule B

Initial allocation of Warrants to the Lab Director to be issued based on the the completion of certain milestones, and vesting schedule for conversion of Unvested Units to Vested Units

	Warrants issued*					Total
	After the lab's receipt of a provisional ITL license from the CCC*	After the lab's receipt of a full state license and ISO certification or equivalent	After the first year in which \$2 million or more is distributed to shareholders	After the second year in which \$2 million or more is distributed to shareholders	After the third year in which \$2 million or more is distributed to shareholders	
Owner						
Lab Director	111	111	111	111	111	555

* Issuance of all of Lab Director's Warrants shall be contingent upon the Lab Director remaining in full-time employment at each stage. If the Lab Director leaves his or her full-time position, all Unvested Units allocated to the Lab Director under Schedule B, regardless of previous milestones reached, will be cancelled and not be issued. The Company at its discretion may subsequently allocate such Unvested Units to another designated employee by amending this agreement, with unanimous consent of the Board of Managers. Warrants shall be subject to terms specified in a separate agreement that is not attached to this Operating Agreement.

Schedule C

Initial schedule of guaranteed distributions

Numbers do not include health benefits, which will be governed by separate agreements.

	Milestones				
	Guaranteed monthly distributions after lab has raised at least \$2 million in capital	One-time guaranteed distribution after lab receives a provisional ITL license from the CCC*	Guaranteed monthly distributions after the lab opens for business and collects its first dollar of revenue	One-time guaranteed distribution after lab receives full state license and ISO certification or equivalent*	Guaranteed monthly distributions after the lab receives full state license and ISO certification or equivalent
Owner					
Lab Director	\$7,083/mo	\$15,000	\$8,333/mo	\$25,000	\$9,167/mo**
Robin Goldstein	\$5,312/mo	\$7,500	\$6,250/mo	\$12,500	\$6,875/mo
Barry Goldstein	\$3,541/mo	\$7,500	\$4,167/mo	\$12,500	\$4,583/mo
Total	\$14,165/mo	\$30,000	\$16,667/mo	\$50,000	\$18,333/mo

* Subject to cash flow needs of the Company. If funds are not sufficient at the time of the event triggering the bonus, the bonus may be deferred to a later date by a majority vote of the Board of Managers. All bonuses must be paid simultaneously, whether they are paid on time or deferred.

** Guaranteed distributions increase thereafter to \$10,000 per month (\$120,000 per year) after first annual shareholder distributions of \$2 million or more, and increase by another 5% in each subsequent year with annual shareholder distributions of \$2 million or more.

Conditions for Guaranteed Distributions:

- Guaranteed distributions are given to Managers in addition to, and irrespective of, their proportional Ownership Units. Guaranteed Distributions do not reduce or otherwise affect
- Guaranteed distributions can be adjusted, at the good faith discretion of the Board of Managers, if Managers' expected time commitments change.
- Additional Guaranteed Distributions can be added to this schedule for future Owners, subject to unanimous consent from the Board of Managers.

Northampton Labs LLC

Bylaws

ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such

persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which

any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any

adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED
January 20, 2021

Sue Stubbs

Sue Stubbs

Secretary

Memorandum on Good Standing with Dept. of Unemployment Office, MA

This letter serves as an attestation that Northampton Labs, LLC is unable to obtain a certificate of good standing from the department of Unemployment Assistance as it is not yet operational and therefore unable to register with the department of Unemployment Assistance until hiring employees.

Sue Stubbs

03/22/21

Sue Stubbs

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER King & Cushman Inc. P.O. Box 447 176 King Street Northampton MA 01061	CONTACT NAME: Susan Fleury CIC CISR CPIA PHONE (A/C, No, Ext): (413) 584-5610 FAX (A/C, No): (413) 584-9322 E-MAIL ADDRESS: sfleury@kingcushman.com																					
INSURED Northampton Labs, LLC c/o Barry Goldstein 13 Trumbull Road Northampton MA 01060	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hudson Specialty Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hudson Specialty Ins Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL1911803453**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HBD10040998	08/07/2019	08/07/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						Employee Benefits \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							DEDUCTIBLE (NOT TO EXCEED) \$ 5,000
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Northampton Labs Business Plan

30 December 2020

1. Business summary

Northampton Labs is a cannabis testing laboratory under construction in Northampton, Massachusetts. We incorporated in April 2019 and executed our Community Host Agreement in August 2019. We expect to complete construction in April 2021, and to obtain a CCC provisional license as a Massachusetts Independent Testing Laboratory (ITL) and authorization to open for business to certify cannabis samples in May 2021.

2. Milestones reached to date and dates of completion

- **Incorporated Northampton Labs LLC** in Massachusetts: April 26, 2019
- **Four co-founders invested \$277K** (\$180K in cash + \$97K in loan guarantees): April 2019–November 2020
- **Signed 10-year lease** with 10-year extension for 6,000-square-foot lab space: July 22, 2019
- **Held community meeting** with neighbors at proposed location: August 9, 2019
- **Executed Community Host Agreement** with Mayor of Northampton: August 28, 2019
- **Began construction:** January 2020
- **Completed demolition:** February 2020
- **Suspended construction and fundraising** due to COVID-19 restrictions: March 15, 2020
- **Resumed fundraising:** December 21, 2020
- **Raised additional \$400K cash, to reach \$677K in total funding:** December 21–30, 2020
- **Submitting CCC license application:** Today, along with this document

3. Future milestones and expected dates of completion

- **Resume construction:** early January 2021
- **Complete construction, get Certificate of Occupancy, Lab Director starts full-time:** early April 2021
- **Install lab and security equipment, remaining lab staff starts full-time:** early May 2021
- **Open for business:** late May 2021, depending on when we receive a CCC provisional license and authorization to open as an Independent Testing Lab

4. Management Team Bios

Robin Goldstein, Ph.D., Chairperson and Business Director

- Cannabis economist, University of California, Davis, Dept of Agricultural & Resource Economics
- Economic adviser to California Bureau of Cannabis Control since 2015
- Author of scientific papers on cannabis testing in peer-reviewed journals including *PLOS One*
- Author of the first full-length book on cannabis economics, to be published by UC Press in fall 2021
- Founder of the food and wine publisher Fearless Critic Media, acquired by Workman Publishing in 2008
- Former Associate, McKinsey & Company, New York
- A.B. *magna cum laude*, in Neuroscience, Harvard University; J.D., Yale Law School
- Ph.D. in economics, University of Bordeaux
- Grew up in Northampton
- Admitted to Massachusetts bar

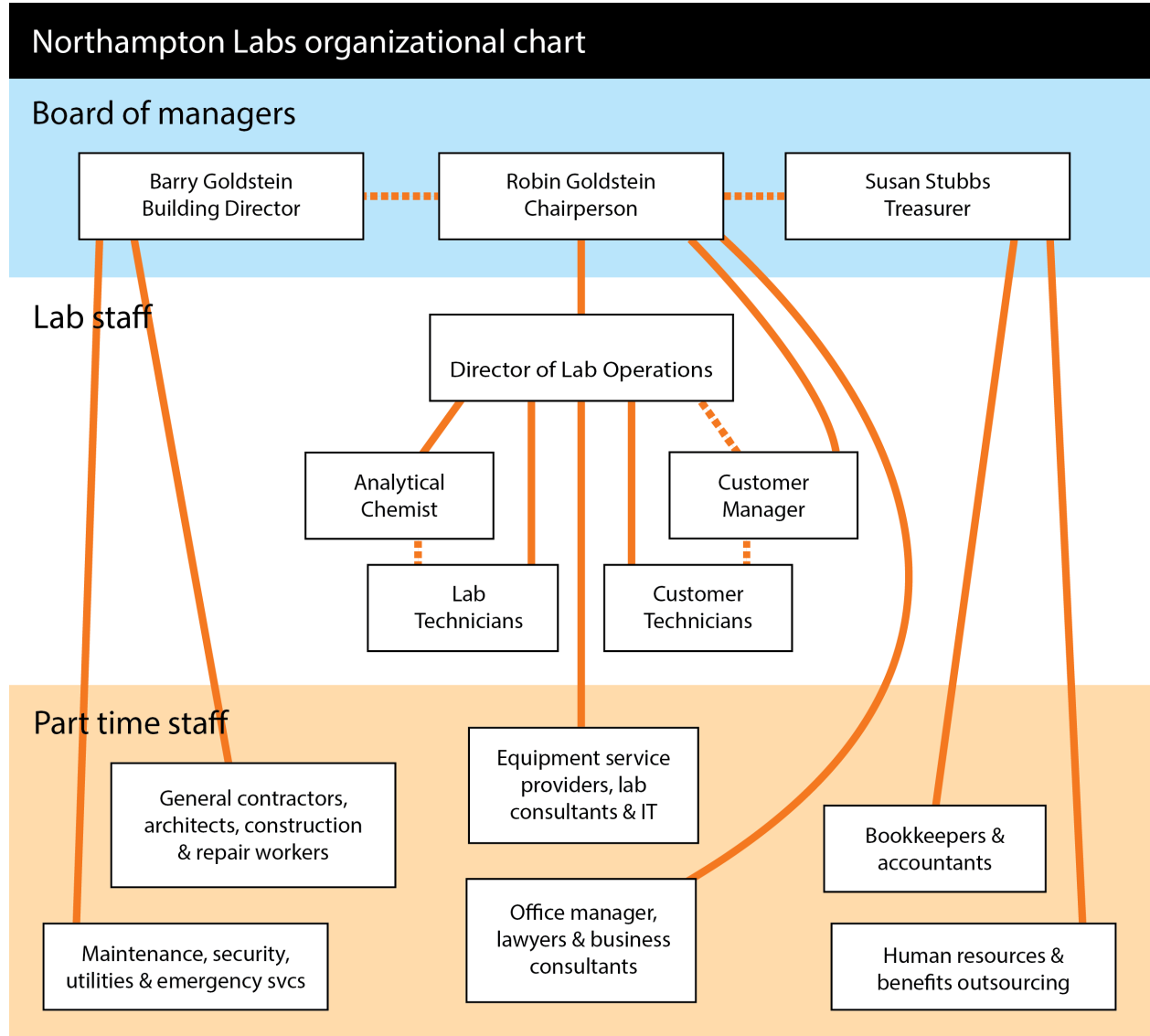
Susan Stubbs, Treasurer

- President and CEO of ServiceNet, Inc., a mental health care provider based in Northampton and one of the largest employers in Western Massachusetts
- Oversees 1600 employees and an annual budget of \$70 million
- Prominent community leader in Massachusetts who has worked closely with Northampton city government and Massachusetts state government for decades
- B.A., Northeastern; M.S.W., Fordham University
- Massachusetts L.I.C.S.W.
- Northampton resident for more than 40 years

Barry Goldstein, Construction and Building Manager

- Real estate developer managing residential and commercial properties around Western Massachusetts and New York State
- Retired school psychologist and schoolteacher who worked in the Holyoke public school system for more than 30 years
- Owner of Inspirit Crystals, a local retail business on Main Street in Northampton
- B.A., Northeastern; M.Ed., University of Massachusetts
- Northampton resident for more than 40 years

5. Organizational chart



6. Current funding and cap table: \$677K capital raised to date (\$580K in cash, \$97K in debt)

Co-founders	Cash in	Debt assumed	Total capital in
Robin Goldstein	\$33,333	-	\$33,333
Barry Goldstein	\$33,333	\$48,635 ¹	\$81,968
Susan Stubbs	\$33,333	\$48,635 ¹	\$81,968
Total co-founders	\$80,000	-	\$80,000
Note lenders	\$180,000	\$97,270	\$277,270
Total	\$400,000²	-	\$400,000
	\$580,000	\$97,270	\$677,270

Note: Numbers are rounded to the nearest dollar and thus subtotals may not add up exactly to totals.

¹ Demolition loan of \$97,270 from Keiter Builders to Barry Goldstein and Susan Stubbs, used as credit on construction project, personally guaranteed by Goldstein and Stubbs' joint real estate property in Amherst.

² Three-year convertible notes bearing 12–15% annual interest. Co-founders dilute proportionally on conversion.

7. Cash flow estimates and expectations, 2019–2023

Numbers in thousands of USD, rounded.

Cash flow from operations	2019	2020	2021 ³	2022 ³	2023 ³
Operating expenses	(55)	(121)	(846)	(2,040)	(2,998)
Operating revenues	-	-	363	2,923	4,500
Net cash flow from operations	(55)	(121)	(483)	883	1,502
Cash flow from capital and finance					
Capital expenses	-	(97)	(810)	(264)	(1,271)
Capital in from finance ⁴	75	602	1,100	-	-
Net cash flow from capital and finance	75	505	1,100	-	-
Net cash flow	20	384	193	619	231

Note: Numbers may not add exactly due to rounding to the nearest thousand dollars.

³ Rough future expectations based on business, financial, and market expectations. Includes initial buildout and equipment necessary to open in May 2021. Expansion to accommodate second set of equipment accounts for high outlay of capital expenses during the 2023 financial year. Rate of expansion will depend on pace of future sales.

⁴ Includes \$180K cash from founders, \$97K demolition loan, and \$1.5M cash (\$400K in 2020, \$1.1M in 2021) from note lenders. Does not include co-founders' personal guarantees on ~\$800K in lease liability, signed in July 2019.

1. Environmental Policies and Procedures -

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
 - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
 - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
 - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
 - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
 - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. We 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 those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We 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), 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.
- d. We will adhere to the following minimum energy efficiency and equipment standards;
 - i. The building envelope for our facilities will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 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.

- ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- iv. 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.)

1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1. Assets and liabilities.
 - 1.1.2. Monetary transactions.
 - 1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.4. Transaction records including the quantity, form, and cost of marijuana products; and
 - 1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
 - 4.1. General
 - 4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
 - 4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
 - 4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
 - 4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
 - 4.2. Inventory records include:
 - 4.2.1. Shipping manifests
 - 4.2.2. Delivery and unpacking video recordings
 - 4.2.3. Daily sales stock withdrawal and return reports
 - 4.2.4. Weekly inventory reports

- 4.2.5. Product return reports
- 4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 4.7. The accounts will be reviewed monthly by a licensed CPA.
- 4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 4.10. Expense records
 - 4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 4.11. Contracts and Agreements – the company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
 - Sales and Purchase agreements
 - Loan agreements
 - Rental agreements
 - Lease agreements
 - Franchise agreements
 - Sale and lease back agreements
 - Trading agreements with suppliers
 - Insurance policies
 - Legal documentation
 - All such documentation must be digitized and a hard copy stored in the records cabinet.;
 - Deposits with utility companies
 - Contracts with telecommunications companies
 - Business registration documents and certificates
 - Business licensing documents
 - Surety bonds
 - Tax records

Personnel Policies and Background Checks

1. Introduction

- 1.1. Changes in Policy
- 1.2. Employment-At-Will
- 1.3. Marijuana Establishment Agent

2. Roles, Qualifications, Training, and Selection

- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

3. Employment Policies

- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
- 3.7. Introductory Period
- 3.8. Personnel Records and Employee References
- 3.9. Privacy
- 3.10. Immigration Law Compliance
- 3.11. Religious Accommodation
- 3.12. Political Neutrality

4. Hours of Work and Payroll Practices

- 4.1. Pay Periods and Paydays
- 4.2. Overtime
- 4.3. Rest and Meal Periods
- 4.4. Time Cards
- 4.5. Payroll Deductions
- 4.6. Wage Garnishment

Standards of Conduct and Employee Performance

- 4.7. Anti-Harassment and Discrimination
- 4.8. Prohibited Conduct
- 4.9. Complaint Procedure
- 4.10. Attendance
- 4.11. Discipline and Standards of Conduct.
- 4.12. Dress Code
- 4.13. Safety
- 4.14. Alcohol, Smoke, and Drug-Free Workplace Policies
- 4.15. Workplace Searches.
- 4.16. Social Media Policy.
- 4.17. Cell Phone Policy

5. Employee Benefits and Services

- 5.1. General

- 5.2. Group Health Insurance
 - 5.3. COBRA
 - 5.4. Worker's Compensation.
 - 5.5. Social Security Benefits (FICA)
 - 5.6. Unemployment Insurance
- 6. Employee Leaves of Absence and Time Off**
- 6.1. General
 - 6.2. Sick Days
 - 6.3. Holidays
 - 6.4. Pregnancy-Disability Leave
 - 6.5. Workers' Compensation Leave
 - 6.6. Voting Time

1. Introduction

1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the "Company" and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause,

and with five days notice.

- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - 1.4.3.1. be 21 years of age or older;
 - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the facility, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

2.1.2. **Production Associate** - Our facility has an ongoing need for production associates to process and test a range of cannabis products. This product range includes, but is not limited to:

Edibles
Extracts
Flower/Leaf
Tinctures
Beverages
Vape pens

Production associates will be required to possess or undergo training in the following testing skills:

Inventory/METRC
Weighing
Measuring Filling
Testing

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service.

A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

2.2. Employee Training and Selection

2.2.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but

tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent

contractors or consultants are not entitled to benefits.

- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to

"Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

3.5. Employment of Relatives

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.
- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the

proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
 - 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
 - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
 - 5.5.2.1. Dishonesty;
 - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor may be subject to immediate dismissal.
 - 5.5.2.3. Falsification of Company records;
 - 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
 - 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
 - 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct

- that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

5.6. Dress Code

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. Safety

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Alcohol, Smoke, and Drug-Free workplace Policies

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
- 5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
- 5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of

this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

- 5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.
- 5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.
- 5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.
- 5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy

- 5.10.1. The Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, the Company also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. The Company carries Workers' Compensation Insurance for all employees and

- pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5. Unemployment Insurance

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.
- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with

Massachusetts law.

7.3. Pregnancy-Disability Leave

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.5. Voting Time

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

1. Roles, Qualifications, and, Training

1.1. General

- 1.1.1. All employees shall receive training on job specific duties prior to performing those job functions.
- 1.1.2. All employees shall receive a minimum of eight (8) hours of ongoing training annually.
- 1.1.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
- 1.1.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- 1.1.5. Responsible Vendor Program documentation must be retained for four (4) years.

1.2. Facility Job Classifications and Requirements:

- 1.2.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, inspectors, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees in testing protocols, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the facility manager is to ensure the security and integrity of our inventory.
- 1.2.2. **Duty Manager** - The Duty manager deputizes for the Operations Manager in their absence. The Duty manager must interface with staff, law enforcement, inspectors, vendors, and customers. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train and supervise employees. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.3. **Sales/Communications Agent** - The facility has a need for sales professionals who can communicate articulately and passionately with customers about a wide range of facility operations. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, chemistry, lab work, and customer service. Knowledge of cannabis, the varieties of cannabis, and their constituent molecular parts is preferred. A sales agent will maintain records in accordance with the Operations Manual, interact with customers, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 1.2.4. **Production testing Associate** - Our facility has an ongoing need for production associates to test a range of cannabis products. This product range includes, but is not limited to:

Edibles, Extracts, Flower/Leaf, Tinctures, Beverages, Vape pens

Production associates will be required to possess or undergo training in the following testing skills:

Weighing Measuring Filling Beakers, Calibrating Machines, Inventory Management

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

1.3. Employee Training and Selection

1.3.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 1.3.1.1. Cannabis Science
- 1.3.1.2. Horticultural & Organic Cultivation
- 1.3.1.3. Methods of Extraction
- 1.3.1.4. Methods of Testing
- 1.3.1.5. Chemistry and Cannabis
- 1.3.1.6. Marijuana biology
- 1.3.1.7. Massachusetts Cannabis Law

1.3.2. Our company is looking for all types of help for our testing operation, both operational, and administrative. Typical responsibilities include:

- 1.3.2.1. Production management
- 1.3.2.2. Sales
- 1.3.2.3. Production and Testing
- 1.3.2.4. Labeling and inventory
- 1.3.2.5. Sanitation and maintenance of the facility
- 1.3.2.6. Security of the facility and deliveries
- 1.3.2.7. Back-office business and management roles such as, account management, administration, etc.

1. Quality Control and Testing

1.1. Incoming marijuana inventory

- 1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2. We must 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;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area.
- 1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
 - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
 - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
 - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - Each of the three parties should submit a report on the incident to the Commission.
 - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.2. **Outgoing marijuana inventory**

- 1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
 - Stock is efficiently rotated to ensure that older product is sold before newer product.
 - All stock is appropriately stored to prevent spoiling and damage to the product.

1.3. **Hygiene**

- 1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.3.2. As per 935 CMR 500.105 (3) any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately.
- 1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

- 1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana as per
- 1.3.9. Water supply shall be sufficient for necessary operations.
- 1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.
- 1.3.13. No Marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by our or any Independent Testing Laboratory as per 935 CMR 500.140 (9)
- 1.3.14. Our facility will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary as per 935 CMR 500.160 (2)

1. Record keeping procedures

- 1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

- 1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

- 1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

- 1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

- 1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

- 1.1.1.5. Any material changes will be communicated to the Commission

- 1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

1.2. Inventory records include:

- Shipping and delivery manifests

- Delivery and shipping video recordings

- Daily production stock withdrawal and return reports

- Weekly inventory reports

- Product return reports

- 1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

- 1.2.3. Daily testing stock, withdrawal, and return reports - Each day, items will be removed from the main storage vault and placed in the testing area for testing. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

- 1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.

- 1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

1.3. Personnel records:

- 1.3.1. All personnel files are to be stored in the records cabinet
- 1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.3.3.3. 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;
 - 1.3.3.4. documentation of periodic performance evaluations;
 - 1.3.3.5. a record of any disciplinary action taken.
 - 1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.3.3.7. records of any health and safety related incidents

1.4. Personnel policies and procedures

- 1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.4.2. Certain specialized procedures are contained in the security plan.
- 1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.4.4. All personnel files are to be stored in the records cabinet
- 1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.5. Security Device Log

- 1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
- 1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
- 1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

- 1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

IMPORTANT NOTE

NO customer or visitor may enter our premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**.
- 1.8. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Diversity Plan

Introduction

Our company supports diversity in the workplace, and in industries such as the burgeoning cannabis industry in Massachusetts, which is over 80% Caucasian and male. The rigorous compliance framework for this industry, will be most successfully navigated by those who hold wealth and power.

We are a small family business and may not need to hire more than 2 other employees within our first year of operation- leading to the potential of failing at Diversity goals and causing us undue hardship in operating our business. Furthermore, engaging with non-profits can be difficult as they cannot support businesses that work with a Federally illegal substance. Large companies, run by those who already hold wealth and power will jump through these regulatory hoops more easily than small family businesses who are committed to Diversity, but need to stay within a timeline and budget to successfully open and compete with large players. With that said, to the extent permissible by law it is the policy and culture of our family company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+
6. Persons with Disabilities
7. The above Group is considered the Primary Target Group (PTG)

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Timeline for progress: When Northampton labs finishes the license application (Spring 2021) and finishes architectural review (Late Spring 2021) and pursues a Post Provisional License Inspection (Summer 2021) and commences build out (Fall 2021), and then requests a Final

License Inspection (Winter 2021), and then waits for a Final Vote from the Commission- then we will begin hiring employees if we have completed our National ISO Certification (3-4 months, in parallel.) Most likely, hiring will begin within 3-4 weeks of Final license inspection depending on whether the CCC holds a meeting in that month or chooses the following month to hold a meeting and vote on final license. Delaying a monthly meeting could delay our timeline by an additional month at any stage where voting is required, making our time line erroneous.)

As per our Diversity Plan, we will seek diverse employees and each employee we hire will require several weeks of selection, training and onboarding. As we hope at least 60% of our employees are from the below demographics and the recruitment process in the chemistry and testing field will require extra time to engage with and locate diverse employees, we project progress will be made on hiring our first employee within 6-10 weeks of our final license vote sometime in late 2021, or early 2022. As we are a family business with three “White” owners (albeit of Jewish descent,) and intend to hire 1-2 employees in our first year, the Diversity math will be difficult to attain, but this plan represents goals and is a necessary requirement for the Provisional License, without which we cannot move to the next steps and hire employees.

We acknowledge that the Commission will require us to document progress on our Diversity plan at renewal which will be in Spring of 2022. If our timeline is correct and we have hired our first employee by early 2022, we anticipate documenting progress in our Diversity Plan as we should have one or two employees onboarded at that time.

Goals

Our company has established the diversity goal of employing at least 60% of the PTG for staff and management positions to help them achieve their goal of entering the adult-use marijuana industry with specific targets of:

- 50% Minorities
- 60% Women
- 25% LGBTQ+
- 20% Veterans
- 20% Persons with Disabilities

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually in- Indeed.com, and Masslive.com with the objective of reaching women, minorities and veterans. The advertisements will state that our lab is looking for women, minorities, veterans, persons with disabilities, gay, lesbian, trans, non-binary, and gender fluid individuals to work at our establishment. Both Indeed.com and Masslive.com can run targeted ads to our specifications. We will post ads that target

the Black and Latino, LGBTQ+, and veteran populations in areas of Disproportionate Impact (ADIs) in our area; Holyoke, Greenfield, Springfield ADIs.

- 2 We will also post similar job postings At Springfield Technical Community College (STCC) here: <https://stcc.emsicc.com/work-opportunities?radius=25%20miles®ion=Hampden%20County> and reach out directly to Barbara Washburn, Dean of the Bio Science department for recommendations on diverse candidates. Additionally, we will post for diverse candidates at Holyoke Community College here: <https://sites.google.com/a/hcc.edu/center-for-career-development/post-a-job> and collaborate with HCC in
- 3 Distribute internal workplace information notices, annually, aimed at encouraging current employees to recommend PTGs for employment;
- 4 Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target the PTG
- 5 PTG will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement Metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media (see above) which includes language clarifying our objective of more effectively reaching the PTG, but specifically Women and Minorities?
3. Have we attended at least one job and recruitment fair that specifically targets the PTG above?
4. Have we reached out to at least one staff or faculty of at least 3 colleges and universities in the chemistry and science departments specifically requesting applicants who are women, minorities, LGBTQ+, or those with disabilities to apply for positions at our lab?
5. Have we posted at least one job at the STCC and HCC job posting websites above?
6. Have women been hired and retained for at least 60% of the available positions?
7. Have minorities been hired and retained for at least 50% of the available positions?
8. Have Veterans been hired and retained for at least 20% of the available positions?
9. Have LGBTQ+ individuals or those with disabilities been hired for at least 20% of positions?
10. Have we counted the individuals employed by or in management of our lab and assessed this number from the total to ensure our percentages match our goals?
11. Have women and/or veterans, and minority employees been offered opportunities to engage in shadow training?
12. Have we offered support in the form of published educational materials, hired at least one intern, or participated in an HCC job fair at the Center for Cannabis Education at Holyoke Community College?

303 Homestead Avenue
Holyoke, MA 01040
413-538-7000

December 15, 2020

Steven Hoffman, Chair
Cannabis Control Commission
101 Federal Street, 13th Floor
Boston, MA 02110

Re: Relationship with Northampton Labs

Dear Chair Hoffman and Commissioners:

Please consider this letter to be confirmation of Holyoke Community College's (HCC) continued collaboration with Northampton Labs, LLC (320 Riverside Drive, building 7, 1st floor, Northampton, MA 01062) to positively impact the region and the City of Holyoke, specifically the diverse job seekers in our community.

HCC has over a seventy-year history of experience and commitment, through credit degree and certificate programs and through workplace skills and credential programs in helping build a technically-skilled and capable workforce in the Pioneer Valley. With that commitment in mind, we are happy to work with local companies that are likewise committed to investing in the youth and adult workforce sectors of Holyoke and the surrounding areas, especially the unemployed, underemployed, those with limited work experience and limited educational attainment. Northampton Labs has offered to do the following, and HCC will explore other partnering opportunities as our joint efforts evolve with Northampton Labs.

1. Support the HCC Center for Cannabis Education, especially in the dissemination of general information on the industry to the public;
2. Support the efforts of the Center to support Social Equity and Diverse participants;
3. To work with the Center on the development of Cannabis occupational trainings including but not limited to curriculum development, participant referrals, internships and job recruitment opportunities. This support will complement our cannabis-industry curriculum which is designed to ensure a pipeline of educated and qualified job candidates entering the workforce;

4. Participate and potentially host jobs fairs in Holyoke and Northampton and to identify Holyoke residents and/or HCC students – who will be confirmed through age verification and student records are aged 21 or older – who are interested in employment opportunities in the cannabis industry and specifically at Northampton Labs; and,
5. Actively contribute to the redevelopment of Holyoke and the region especially through workforce development and community engagement.

Please do not hesitate to reach out to me with any questions or if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey P. Hayden". The signature is written in a cursive, flowing style with a large initial 'J' and 'H'.

Jeffrey P. Hayden