



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281417  
Original Issued Date: 02/15/2019  
Issued Date: 01/14/2021  
Expiration Date: 02/15/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pioneer Valley Extracts, LLC

Phone Number: 413-233-7109 Email Address: kristen@pvxtracts.com

Business Address 1: 43 Ladd Avenue

Business Address 2:

Business City: Florence

Business State: MA

Business Zip Code: 01062

Mailing Address 1: 43 Ladd Avenue

Mailing Address 2:

Mailing City: Florence

Mailing State: MA

Mailing Zip Code: 01062

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Lesbian, Gay, Bisexual, and Transgender Owned Business, Woman-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 40

Percentage Of Control: 40

Role: Executive / Officer

Other Role:

First Name: Kristen

Last Name: Mara

Suffix:

|   |                      |
|---|----------------------|
| Gender: Female  | User Defined Gender: |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) |                      |
| Specify Race or Ethnicity:  |                      |

#### Person with Direct or Indirect Authority 2

|   |                           |         |
|---|---------------------------|---------|
| Percentage Of Ownership: 40   | Percentage Of Control: 40 |         |
| Role: Executive / Officer   | Other Role:               |         |
| First Name: David   | Last Name: Cichocki       | Suffix: |
| Gender: Male  | User Defined Gender:      |         |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) |                           |         |
| Specify Race or Ethnicity:  |                           |         |

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

|                                   |                        |   |
|-----------------------------------|------------------------|---|
| First Name: David                 | Last Name: Cichocki    | Suffix:   |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$112000 Percentage of Initial Capital: 54 |
| Capital Attestation: Yes          |                        |   |

##### Individual Contributing Capital 2

|                                   |                        |  |
|-----------------------------------|------------------------|--|
| First Name: Kristen               | Last Name: Mara`       | Suffix:  |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$1500 Percentage of Initial Capital: 1 |
| Capital Attestation: Yes          |                        |  |

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

|   |   |
|---|---|
| Entity Legal Name: USL of Bloomfield CT LLC | Entity DBA: US Lawns  |
| Email: david.cichocki@uslawns.net           | Phone: 860-243-2826   |
| Address 1: 37 Peters Rd                     | Address 2: PO Box 7654  |
| City: Bloomfield                            | State: CT Zip Code: 06002   |
| Types of Capital: Monetary/Equity           | Other Type of Capital: Total Value of Capital Provided: \$40000 Percentage of Initial Capital: 20 |
| Capital Attestation: Yes                    |   |

##### Entity Contributing Capital 2

|  |   |
|--|---|
| Entity Legal Name: Leasing Innovations Corporation | Entity DBA:   |
| Email: heather@leasing123.com                      | Phone: 858-259-4794   |
| Address 1: 261 N. Highway 101                      | Address 2:  |
| City: Solana Beach                                 | State: CA Zip Code: 92075   |
| Types of Capital: Debt                             | Other Type of Capital: Total Value of Capital Provided: \$52825 Percentage of Initial Capital: 25 |
| Capital Attestation: Yes                           |   |

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 43 Ladd Avenue

Establishment Address 2:

Establishment City: Northampton

Establishment Zip Code: 01062

Approximate square footage of the Establishment: 10500

How many abutters does this property have?: 4

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

## HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name                                  | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Community Outreach Meeting Documentation   | Community Outreach Attestation.pdf             | pdf  | 5b463e9e5c57ce321fac5346 | 07/11/2018  |
| Community Outreach Meeting Documentation   | Legal Notice_Hampshire Gazette.pdf             | pdf  | 5b463ea1dbc95d3229ac4487 | 07/11/2018  |
| Certification of Host Community Agreement  | HCA PVx.pdf                                    | pdf  | 5b463ea308716131e75c7445 | 07/11/2018  |
| Community Outreach Meeting Documentation   | Community-Outreach-Attestation p.2.pdf         | pdf  | 5bbba441658c0f0c3ca79ccb | 10/08/2018  |
| Community Outreach Meeting Documentation   | PVx_Full Outreach Ad in Paper.pdf              | pdf  | 5bbba738629ac50c14735594 | 10/08/2018  |
| Plan to Remain Compliant with Local Zoning | Compliance Plan_Local Codes Bylawsv2_Final.pdf | pdf  | 5bc0e4232d28790c500810fe | 10/12/2018  |

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.: \$2189.45

## PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category        | Document Name                        | Type | ID                       | Upload Date |
|--------------------------|--------------------------------------|------|--------------------------|-------------|
| Plan for Positive Impact | PVx Positive Impact Planv2_Final.pdf | pdf  | 5bbba256149957029986904f | 10/08/2018  |

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: David

Last Name: Cichocki    Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

|  |                                       |
|--|---------------------------------------|
| <b>Role:</b>                                       | <b>Other Role:</b>                    |
| <b>First Name:</b> Kristen                         | <b>Last Name:</b> Mara <b>Suffix:</b> |
| <b>RMD Association:</b> Not associated with an RMD |                                       |
| <b>Background Question:</b> 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                                 | 1. Cert of Org PVX.pdf               | pdf  | 5b4540c9a208e331ed151261 | 07/10/2018  |
| Bylaws   | PVX Operating Agreement.pdf          | pdf  | 5b454482c7cb5d31f7ff8798 | 07/10/2018  |
| Department of Revenue - Certificate of Good standing     | Certificate of Good Standing_DOR.pdf | pdf  | 5b9bdec2aa953e3937b5b87d | 09/14/2018  |
| Secretary of Commonwealth - Certificate of Good Standing | Certificate of Good Standing.pdf     | pdf  | 5b9bdec4377423394139594d | 09/14/2018  |

Certificates of Good Standing:

| Document Category  | Document Name                    | Type | ID                       | Upload Date |
|--|----------------------------------|------|--------------------------|-------------|
| Department of Unemployment Assistance - Certificate of Good standing | MA DUA Cert of Good Standing.pdf | pdf  | 5fd6a2df4a175107ac9540e6 | 12/13/2020  |
| Department of Revenue - Certificate of Good standing                 | DOR Cert of Good Standing.pdf    | pdf  | 5fd901854a175107ac95474c | 12/15/2020  |
| Secretary of Commonwealth - Certificate of Good Standing             | 2020 Good Standing Cert.pdf      | pdf  | 5fea3512b11eae07c3c5737f | 12/28/2020  |

Massachusetts Business Identification Number: 001294352

Doing-Business-As Name:

DBA Registration City:

**BUSINESS PLAN**

Business Plan Documentation:

| Document Category | Document Name                   | Type | ID                       | Upload Date |
|-------------------|---------------------------------|------|--------------------------|-------------|
| Business Plan     | 18. PVX Business Plan_FINAL.pdf | pdf  | 5b454344a18777320b0d7c6c | 07/10/2018  |

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

| Document Category                                    | Document Name             | Type | ID                       | Upload Date |
|--|---------------------------|------|--------------------------|-------------|
| Personnel policies including background checks       | PVX Employee Handbook.pdf | pdf  | 5b48e23b4b1b3a3ec37eb58e | 07/13/2018  |
| Sample of unique identifying marks used for branding | PVx Brand and Logo.pdf    | pdf  | 5b48e2755af6a93eb9cd86b0 | 07/13/2018  |

|   |   |     |                          |            |
|---|---|-----|--------------------------|------------|
| Restricting Access to age 21 and older            | PVX Restricted Access.pdf                         | pdf | 5b50f738a18777320b0d83ed | 07/19/2018 |
| Method used to produce products                   | PVx Production Methods.pdf                        | pdf | 5b510589a074053215ddb4b6 | 07/19/2018 |
| Prevention of diversion                           | Request from Storage Form.pdf                     | pdf | 5b53a3be109eba32018f0c9f | 07/21/2018 |
| Inventory procedures                              | Feed Stock Acceptance Form.pdf                    | pdf | 5b53a40ea18777320b0d85cd | 07/21/2018 |
| Inventory procedures                              | Disposal Form.pdf                                 | pdf | 5b53a461a074053215ddb68a | 07/21/2018 |
| Maintaining of financial records                  | PVx Financial Record Keeping.pdf                  | pdf | 5b54f9dea074053215ddb6c9 | 07/22/2018 |
| Record Keeping procedures                         | PVx Record Keeping.pdf                            | pdf | 5b550d2f109eba32018f0ce7 | 07/22/2018 |
| Qualifications and training                       | PVx Qualifications and Training.pdf               | pdf | 5b550e0508716131e75c7d86 | 07/22/2018 |
| Types of products Manufactured.                   | PVX Types of Products.pdf                         | pdf | 5b550e77a18777320b0d8620 | 07/22/2018 |
| Prevention of diversion                           | PVx Product Diversion.pdf                         | pdf | 5b5626b2a074053215ddb736 | 07/23/2018 |
| Security plan                                     | PVx Security Plan.pdf                             | pdf | 5b563057a074053215ddb747 | 07/23/2018 |
| Inventory procedures                              | PVx Inventory Procedures.pdf                      | pdf | 5b563764c7cb5d31f7ff91ae | 07/23/2018 |
| Security plan                                     | PVx Security Planv2_Final.pdf                     | pdf | 5bbba121f747bc02b7d225fa | 10/08/2018 |
| Storage of marijuana                              | PVx Storage Proceduresv2_Final.pdf                | pdf | 5bbba12e8266760285ba670f | 10/08/2018 |
| Transportation of marijuana                       | PVx Prod Transportation<br>Proceduresv2_Final.pdf | pdf | 5bbba13ff2f9f2028f521668 | 10/08/2018 |
| Inventory procedures                              | PVx Inventory Proceduresv2_Final.pdf              | pdf | 5bbba1591499570299869047 | 10/08/2018 |
| Quality control and testing                       | PVx Quality Control and<br>Testingv2_Final.pdf    | pdf | 5bbba16d48682102a3cf5eed | 10/08/2018 |
| Diversity plan                                    | Equality and Diversity<br>Policyv2_Final.pdf      | pdf | 5bbba1921cc320027b4b2360 | 10/08/2018 |
| Personnel policies including<br>background checks | PVx Personnel policyv2_Final.pdf                  | pdf | 5bbd132e48682102a3cf60e7 | 10/09/2018 |

## 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 Understand

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 Agree

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 Agree

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

## ADDITIONAL INFORMATION NOTIFICATION

## COMPLIANCE WITH POSITIVE IMPACT PLAN

### Progress or Success Goal 1

#### Description of Progress or Success: Progress Toward Our Goals:

I. PVx received our operational go-ahead on July 29, 2020 during the COVID-19 public health crisis. While we did connect with Marion McNabb at C3 Research Network in June prior to our going operational, we were unable at the time to get an internship up and running. In response to this, I decided, as one of the company owners, to lend my time and skills virtually to members of the social equity community. As an attorney with a background in regulatory law, I made myself available to social equity applicants on the Commission's list and have connected to social equity applicants on LinkedIn and through email. I also set-up two different conference calls with social equity applicants regarding application questions and process and have followed up with community members by email.

II. PVx has only been operational for five months. We are not currently in a position financially to have made a monetary donation, but I have offered my legal services to social equity applicants free of charge. Once we complete a full-year of operations we do hope to be able to support local communities with more direct, financial support.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

#### Description of Progress or Success: Progress Toward Our Goals:

PVx received our operational go-ahead in July 2020 at which time we began slowly hiring and putting into place our production team. As of December 2020, we have a seven-person production team (not including two owners). During the hiring process, PVx has sought to find candidates from surrounding communities, including those from communities of disproportionate impact, women and non-white team members. The team breaks out as follows:

- 42% Women
- 28% Latino
- 1 team member is from Holyoke
- 1 past team member was from Springfield
- 2 past team members were LGBTQ

While COVID-19 has hampered our ability to attend in-person recruitment events, we have found that our general advertising across local communities has brought us a diverse applicant pool. Our workforce is currently small, but we plan to continue building on this diversity as we grow our team.

## PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

### Item 1

Label Picture:

| Document Category | Document Name                      | Type | ID                       | Upload Date |
|-------------------|------------------------------------|------|--------------------------|-------------|
|                   | Dieline of 80x58x13.3mm12.2020.pdf | pdf  | 5fd3d32d728b9907c6dd85f2 | 12/11/2020  |

Name of Item: PVx Pre-Rolls

Item Type: Flower

Item Description: PVx produces a 5 pack of .040 gram pre-rolls. Strain is dependent on market availability

### Item 2

| Document Category | Document Name                    | Type | ID                       | Upload Date |
|-------------------|----------------------------------|------|--------------------------|-------------|
|                   | Mockup_Pioneer_Valley_Front2.jpg | jpeg | 5fd3d53d728b9907c6dd8600 | 12/11/2020  |
|                   | Mockup_Pioneer_Valley_Back2.jpg  | jpeg | 5fd3d544d8789e0780e424d4 | 12/11/2020  |

Name of Item: PVx Chocolates

Item Type: Edible MIP

Item Description: PVx produces a 5mg dark chocolate drop. 20 pieces to a bag, 100mg

total.

#### HOURS OF OPERATION

|                         |                       |
|-------------------------|-----------------------|
| Monday From: 9:00 AM    | Monday To: 5:00 PM    |
| Tuesday From: 9:00 AM   | Tuesday To: 5:00 PM   |
| Wednesday From: 9:00 AM | Wednesday To: 5:00 PM |
| Thursday From: 9:00 AM  | Thursday To: 5:00 PM  |
| Friday From: 9:00 AM    | Friday To: 5:00 PM    |
| Saturday From: Closed   | Saturday To: Closed   |
| Sunday From: Closed     | Sunday To: Closed     |

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant 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).

I, Kristen Nara, (insert name) attest as an authorized representative of Pioneer Valley Extracts, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 25, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 16, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 14, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 16, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).



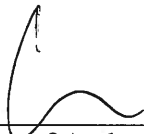


## Host Community Agreement Certification Form

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

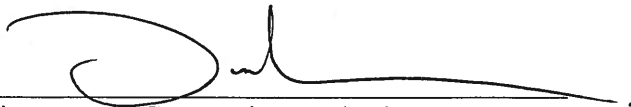
I, Kristen Mara, (insert name) certify as an authorized representative of Pioneer Valley Extracts (insert name of applicant) that the applicant has executed a host community agreement with Northampton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on June 15, 2018 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, DAVID J. NARKEWICZ, (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) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on JUNE 15, 2018 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community

**HOST COMMUNITY AGREEMENT  
FOR THE SITING OF A  
MARIJUANA ESTABLISHMENT  
IN THE CITY OF NORTHAMPTON**

This Agreement (the “Agreement”) entered into this 15<sup>th</sup> day of June, 2018 by and between the CITY NORTHAMPTON, acting by and through its Mayor, with offices at 210 Main Street, Northampton, Massachusetts 01060 (“the City”) and Pioneer Valley Extracts LLC, a duly organized Massachusetts limited liability corporation with a principal offices 351 Pleasant Street, Suite B, #143, Northampton, MA 01060 (“the Company”).

WHEREAS, the Company wishes to operate Marijuana Product Manufacturer as that term is defined in G. L. c. 94G and the regulations of the Cannabis Control Commission, 935 CMR 500 (“the Establishment”) in the City; and

WHEREAS, this Host Community Agreement shall constitute the stipulations of responsibilities between the City and the Company pursuant to G. L. c. 94G, § 3, as amended by Stat. 2017 c. 55, § 25 for the Company’s operations as a Marijuana Product Manufacturer in the City; and

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. Community Impact.**

The City anticipates that, as a result of the Company’s operation as a Marijuana Product Manufacturer, the City will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services and public health services, in addition to potential additional unforeseen impacts upon the City. Accordingly, in order to mitigate the direct and indirect financial impact upon the City and use of City resources, the Company agrees to annually pay a community impact fee to the City, in the amounts and under the terms provided herein (the “Annual Payments”).

## **2. Annual Payment.**

In the event that the Company obtains a Final License, or such other license and/or approval as may be required, for the operation as a Marijuana Product Manufacturer in the City by the Massachusetts Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits, licenses and/or approvals required by the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits, licenses, and/or approvals allow the Company to locate, occupy and operate as a Marijuana Product Manufacturer in the City (the "Opening"), then the Company agrees to provide the following Annual Payment for each year this Agreement is in effect; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the City for its legal fees associated with the negotiation of this Agreement.

- a. (3%) of gross revenue from marijuana product manufacturing, as those terms are defined in 935 CMR 500, at the Establishment.
- b. The Company shall make the Annual Payments quarterly each calendar year on the 1<sup>st</sup> of January, April, July and October beginning on the first of such dates after the \the Opening.

## **3. Marijuana Education and Prevention Programs.**

The Company, in addition to any other payments specified herein, confirms that it shall annually voluntarily contribute to non-profit entity or entities in an amount no less than ten thousand dollars (\$10,000) for the purposes of marijuana education and prevention programs to promote safe, legal and responsible use (the "Annual Donations."). The education programs shall be held in the City. Prior to the selection of a non-profit entity program for this purpose, the Company will review their intentions with the City, acting through its Mayor, to ensure that the proposed programming is consistent with community needs. The Annual Donations shall not be considered part of the Annual Payment to the City. Documentation of the Annual Donations shall be made in accordance with the Annual Payment schedule set forth in Paragraph 2. In the event that no non-profit entity can offer the appropriate programming to the City, the contribution shall be paid to the City to hold in a restricted fund for release upon mutual and written agreement of the Company and City once an eligible non-profit program is identified.

## **4. Annual Filing.**

Company shall notify the City when the Company commences operations pursuant to statute and regulation, at the Establishment and shall submit annual financial statements to the City on or before May 1, which shall include certification of gross sales for the previous calendar year, and all other information and corroborating documentation required to ascertain compliance with the terms of this Agreement. The Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain pursuant to its marijuana license for the Establishment from the CCC.

The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the CCC. All records shall be retained for a period of at least seven (7) years.

**5. Re-Opener/Review.**

In the event that the Company enters into a host community agreement for a Marijuana Product Manufacturer with another municipality in the Commonwealth of Massachusetts that contains terms that are superior to what the Company agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the City equivalent or superior to those provided to the other municipality.

**6. Local Taxes.**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

**7. Community Support and Additional Obligations.**

- a. Local Vendors — To the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire or contract with local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.
- b. Employment — Except for senior management, and to the extent permissible by law, the Company shall use good faith efforts to hire City residents.
- c. Educational Programs – If requested by the City, Company shall provide qualified staff to participate in City-sponsored public health education

programs, not to exceed four in any calendar year, and to work cooperatively with other City public safety departments not mentioned in the Agreement.

**8. Support.**

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a License to operate the Establishment, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application submitted by the Company, in any particular way other than by the City's normal and regular course of conduct, subject to the statutes, rules, regulations and guidelines governing them. The City agrees to use reasonable efforts to work with Company, if approved, to help assist the Company with their community support and employee outreach programs.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals subject to the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the City, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the City, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

**9. Security.**

- a. Company shall maintain security at the Establishment at least in accordance with the security plan presented to the City and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring dispensary agents to produce their Agent Registration Card to law enforcement upon request.
- b. To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras.
- c. Company agrees to cooperate with the City's Police Department, including but not limited to periodic meetings to review operational concerns, security,

delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any anti-diversion procedures.

- d. Company shall promptly report the discovery of the following occurrences within the City to the City's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

**10. On-site Consumption.**

The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Establishment.

**11. Term and Termination.**

This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates the Establishment or any similar Marijuana Product Manufacturer within the City, or five (5) years from the date of this Agreement, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the City or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2. above. The City may terminate this Agreement at any time.

**12. Failure to Locate and/or Relocation.**

This Agreement shall be null and void in the event that the Company shall (1) not locate a Marijuana Product Manufacturer in the City, in which case, the Company shall reimburse the City for its legal fees associated with the negotiation of this Agreement or (2) relocate the Establishment out of the City. In the case of relocation out of City, an adjustment of funds due to the City hereunder shall be calculated based upon the period of operation within the City, but in no event shall the City be responsible for the return of any funds already provided to it by the Company. If, however, the Establishment is relocated out of

the City prior to the second anniversary of the date of this Agreement, the Company shall pay the City as liquidated damages an amount equal to twenty-five thousand dollars (\$25,000) in consideration of the expenditure of resources by the City in negotiating this agreement and preparing for impacts.

**13. Governing Law.**

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Hampshire County.

**14. Amendments/Waiver.**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by duly authorized representatives of the Company and the City, prior to the effective date of the amendment.

**15. Severability.**

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

**16. Successors/Assigns.**

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the City, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City.

**17. Headings.**

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.



**18. Counterparts.**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

**19. Signatures.**

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

**20. Entire Agreement.**

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**21. Notices.**

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To City: Mayor David J. Narkewicz  
City Hall  
210 Main Street  
Northampton, MA 01060

To Company: Pioneer Valley Extracts LLC  
351 Pleasant Street, Suite B, #143,  
Northampton, MA 01060

**22. Third-Parties.**


Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or the Company.

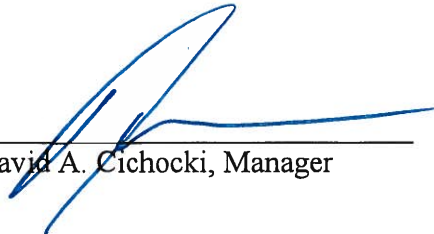
[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

CITY OF NORTHAMPTON

PIONEER VALLEY EXTRACTS LLC

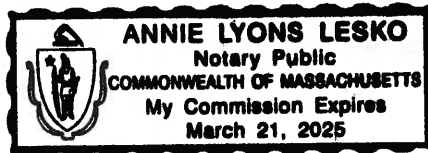
By   
Mayor David J. Narkewicz

By   
David A. Cichocki, Manager

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

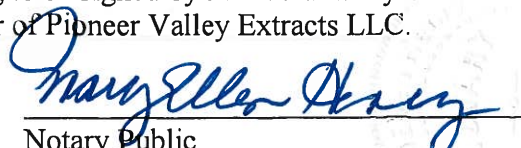
On this 15<sup>th</sup> day of June, before me, the undersigned Notary Public, personally appeared the above-named David J. Narkewicz, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Mayor of the City of Northampton.



  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

On this 7<sup>th</sup> day of JUNE 2018, before me, the undersigned Notary Public, personally appeared the above-named David A. Cichocki, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Manager of Pioneer Valley Extracts LLC.

  
Notary Public  
My Commission Expires:

**MaryEllen Henry**  
NOTARY PUBLIC OF CONNECTICUT  
Comm. # 174657  
My Commission Expires 8/31/2022

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



updated  
throughout the day at  
**GAZETTENET.COM**

Help Wanted  
520

Help Wanted  
520

## Newspaper Home Delivery

Stapog Distribution, Inc. is seeking  
Delivery Service Providers (DSPs) for  
newspaper home delivery routes.  
DSPs are independently contracted.

Routes are Mon-Sat, 2-3 hours daily,  
starting around 2-4AM.  
**\$350-\$500/bi-weekly.**

Routes available in:  
Northampton, Easthampton  
and Hadley

No \$\$ collections.  
Must be 18+ with a reliable means  
to provide delivery.  
Ask about our \$200 sign-on incentive

## ANNOUNCEMENTS 105-130

Lost  
130

**LOST A PET?** Found stray?  
Call The Animal Connection  
Lost/Found Line, 253-9675.

**LOST** earring, curved moon  
face moonstone with gold.  
Return to 413-584-5972

## MERCHANDISE 203-299

Fast Action Ads  
203

**200 GOLF BALLS** include  
calloway, titleist, nike used/  
new \$20 (413) 527-3030

2 MATCHING SOFA PILLOWS

opens up to 5 ft., folds down  
to 1 ft \$25 (413) 746-3307

**CURIO CABINET** solid oak  
6 1/2 tall, 12" wide by 12"  
deep \$200 (413) 297-3232

**EXERCISE CYCLE** dual  
action upper body big com-  
fy seat \$65 (413) 588-1389

**GARAGE DOOR OPENER  
SYSTEM** 1/2 HP Craftsman  
\$50 (413) 527-8545

**GUITAR STANDS** \$5 each;  
6 for \$25; 1 better quality  
\$8 (413) 896-4461

**HAY FOR SALE**, first cut,  
square bales, fertilized, \$6  
40lbs (413) 896-6020

Helmets, Med & Large 1  
w/full face shield, good cond.  
\$50 (413) 247-5705

**HI -FI CONSOLE** 1950s  
German made Grundig Ku-  
ba. \$150 (413) 268-3861

Hummels, exc. cond. \$125  
(413) 585-8754

**INDIAN DECORATIONS**  
Assorted (9) Includes  
Plaques \$25 (413) 527-2958

**MECHANIC TOOLS** w/chests  
SAE metric, taps & dies, 1/2"  
drill. Gages. \$450. 967-5027.

**MODEL RR N SCALE LAY-  
OUT** Buildings, tunnels,  
\$400 413-323-6391

**MOTOR/CY SADDLE BAG.**  
Black, leather, 22"x16.  
\$125 (413) 427-6772

**PROM DRESSES** Peach &  
Blue, Worn Once \$20 (413)  
527-8371

## CLASSIFIED

**GREEN FIREWOOD** cut,  
split & delivered. Screened  
Call (413) 530-6425

Wanted to Buy  
299

**ATTICS TO CELLARS.** Buy-  
ing Antiques, coins, jewelry  
toys & misc. 1 piece or entire  
estate 586-3390 or 559-1681

**LOU FARRICK** wants an-  
tiques, estates, furniture, toys  
Cash. 584-8939, 584-9486

EMPLOYMENT  
505-535

Help Wanted  
520

**RECEPTIONIST**  
Classic

Kitchens & Baths  
2+ years experience in  
customer service  
preferred. Duties include  
answering phones,  
greeting customers,  
checking in small  
deliveries and preparing  
documents. Must have  
adequate computer  
skills. Willingness to  
learn about industry  
specific products a plus.  
Must be able to

0900

### LEGAL NOTICE

Notice is hereby given that  
a Community Outreach  
Meeting for a proposed  
Marijuana Establishment  
is scheduled for May 25,  
2018 at 6:30 p.m. in the  
Community Room of the  
Nonotuck Community  
School, 221 Riverside  
Drive, Florence, MA.  
The proposed Marijuana  
Product Manufacturer is  
anticipated to be located at  
43 Ladd Avenue, Florence,  
MA. There will be an  
opportunity for the public to  
ask questions. We hope you  
will join us.

3420628

May 16

We have an  
Idea of what  
to do with all  
that stuff



Daily Hampshire  
**Gazette**



**Compliance Plan:**

**Local Codes, Ordinances and Bylaws of Northampton, MA**

PVx has worked closely with Office of the Mayor, City Clerk, Building and Zoning and other city officials to ensure that our facilities are properly zoned according to all local requirements and any requirements specific to the siting of adult use marijuana and/or medical marijuana establishments.

Northampton does not have any specific requirements around marijuana establishments other than the below listed zoning requirements. Attached also below is an email from the Mayor's Office confirming this understanding.

**Zoning:**

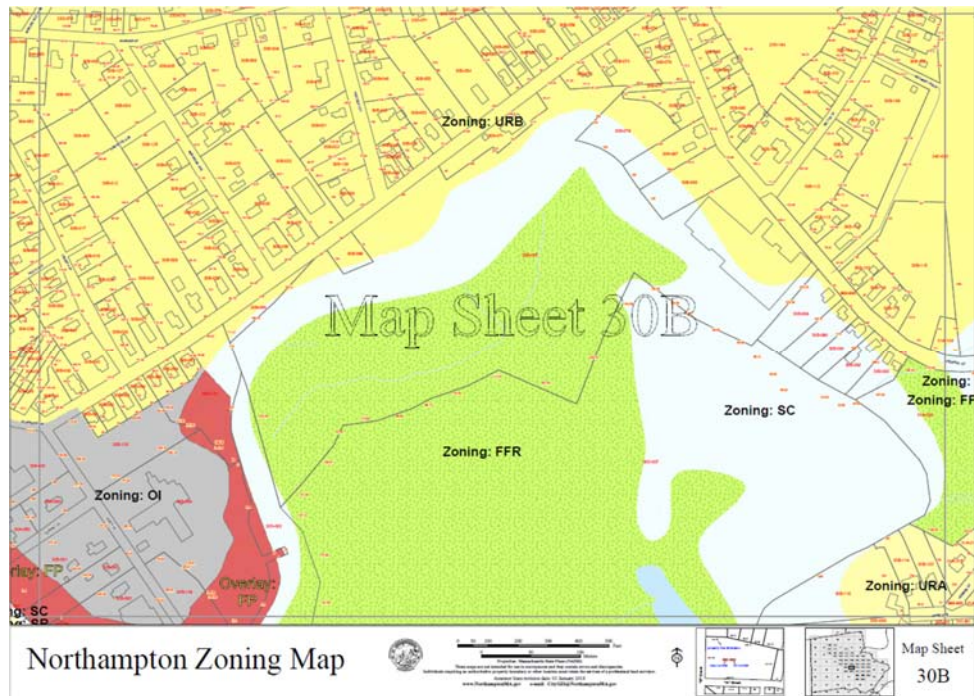
Pioneer Valley Extracts, LLC (PVx) facilities will be located at 43 Ladd, Avenue, Florence, MA. Florence is a village in the northwestern portion of Northampton, MA, Hampshire County and thus governed by the codes and ordinances of the City of Northampton, MA.

Per city zoning regulation in Chapter 350 S.11.6 (4), PVx facilities meet the following necessary approval criteria including:

- (b) Buildings must be well ventilated with such filters or scrubbers to ensure that there are no odors from marijuana in any place where the public or clients are present and no public exposure to any pesticides, herbicides or other chemicals.
- (c) No medical marijuana dispensary and/or treatment center shall be located within 200 ft. of any elementary school, middle school, or high school; there are no buffer limitations.

PVx facilities are located in Zoning, OI. As per Zoning Regulation, 350 Attachment 16, *City of Northampton Table of Use and Dimensional Regulation*, zone OI allows by right marijuana production (see zoning map below).





## Re: Info needed for Cannabis Control Commission

Mayor of Northampton Mass. <mayor@northamptonma.gov>

Tue 10/9/2018 1:13 PM

To: Kristen Mara <kristen@pvxtracts.com>;

Hi Kristen,

Thank you for your email.

We have not been asked this question in regards to local requirements, most likely because there really aren't any local requirements. The only requirement is that your location is zoned properly, along with executing the Host Community Agreement. There are documents on the [City's marijuana page](#). When you navigate to that page you will find Chapter 350 of the City of Northampton's Code of Ordinances which covers zoning. There are specific links relating to marijuana and these may be helpful in making your case of being in compliant with local codes.

Please let me know if there is anything else you need.

Thank you,  
Annie

Office of Mayor David J. Narkewicz  
City of Northampton  
[210 Main Street, Room 12](#)

[Northampton MA 01060](#)  
413-587-1249 phone

413-587-1275 fax

[www.northamptonma.gov](http://www.northamptonma.gov)

On Mon, Oct 8, 2018 at 3:11 PM, Kristen Mara <[kristen@pvxtracts.com](mailto:kristen@pvxtracts.com)> wrote:

Hi Annie and Mayor Narkewicz,

We are still in the process of submitting our application to the CCC and need one last piece that I could use your advice on. We need to provide a plan to ensure we are/will be compliant with all local codes, ordinances and bylaws of Northampton.

Have you helped any other applicants with this aspect of the application? For example, I know that our location meets all of the necessary requirements (43 Ladd Ave, Florence)



and can show them the zoning map, but are there other specific regulations you can point me to that I can provide to the Commission?

Thanks for any help and direction. The application isn't always as clear as could be!

Best,  
KM

Kristen Mara

Pioneer Valley Extracts (PVx)

[kristen@pvxtracts.com](mailto:kristen@pvxtracts.com)

413.233.7109

10/10/18  
RES CT  
179

Commonwealth of Massachusetts  
City of Northampton  
Business Certificate

New Filing ☒ Renewal ☐

Date: 10/10/18

In conformity with the provisions of Chapter One hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Pioneer Valley Extracts LLC

Is conducted at 43 Ladd Ave. Florence MA 01026

By the following named person(s):

Full Name (print)

Residence

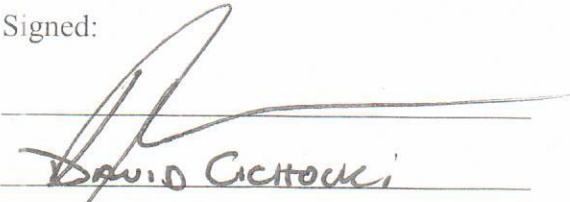
David Cichocki

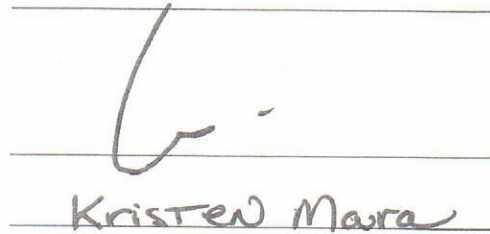
22 Shannon Dr. Barkhamsted CT 06063

Kristen Mara

41 Williams Northampton MA 01060

Signed:

  
David Cichocki

  
Kristen Mara

Contact Telephone: 860 250-7199

Type of Business: Cannabis manufacturing

Commonwealth of Massachusetts

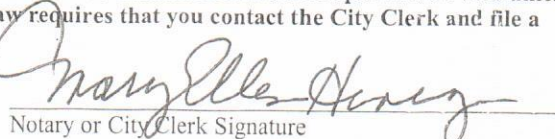
Hampshire, ss

OCTOBER 10, 2018

Then personally appeared the above-named DAVID CICHOCKI AND KRISTEN MARA  
And made oath that the foregoing statement is true.

A certificate issued in accordance with this section shall be in force and effect for four (4) years from the date of issue and shall be renewed each four years thereafter so long as said business shall be conducted and shall lapse and be void unless renewed. If you cease conducting business before that date, the law requires that you contact the City Clerk and file a withdrawal certificate.

Certificate Expiration Date: Oct 10, 2022

  
Notary or City Clerk Signature

Notary Expiration: 8/31/2022

MaryEllen Henry  
NOTARY PUBLIC OF CONNECTICUT  
Comm. # 174657  
My Commission Expires 8/31/2022

File # 11651



October 22, 2020

Dear Mayor Narkewicz,

Enclosed please find our first quarterly payment to the City of Northampton per our Host Community Agreement. We are very appreciative of the City and its work to help us obtain our license and to host us here in the place I have called home for over 25 years.

I wanted to share with you a bit about our experience as a small, locally-owned cannabis business within the greater conversation of cannabis regulation in the state. As you know, my brother Dave and I started this business almost three years ago, with our own funds and a few small investors. I also continue to work a full-time day job as we continue to get our business off the ground. We are a true start-up; a truly local cannabis company; and committed to our community. We already employ several people in town and the surrounding communities.

As you also know, there has been much conversation at the state-level and in the industry regarding Community Host Agreements. The impacts of these agreements are real for us, especially in our start-up phase. For example, in this first quarter we had gross revenue of \$72,981.99 upon which our 3% payment is based. However, our total costs were \$70,124.15. This represents the normal costs of starting up and doing business - our employees, required background checks, cost of goods sold, especially high bank fees applied to cannabis businesses, insurance, needed equipment etc. Our actual gross profit for this quarter was \$2,857.84 of which \$2,189.45 has gone to the City.

Dave and I can appreciate and are more than willing to pay our fair share and play by the rules. However, we wonder how much impact have we had on the city – have we really created an additional expense to the city more than any other business type? Have we impacted the “road system, law enforcement, inspection services, permitting, administration, public health” more than any other

Pioneer Valley Extracts, LLC | 43 Ladd Avenue, Florence, MA 01062  
[www.pvxtracts.com](http://www.pvxtracts.com) | [info@pvxtracts.com](mailto:info@pvxtracts.com)



business in the city? We are also committed by agreement to “voluntarily” contributing a minimum of \$10,000 for the purposes of marijuana education and prevention.

It occurs to us that these agreements should be sized. No doubt there are retailers in town who have created traffic issues at times and who require police enforcement. These establishments may well be impacting the city in ways foreseen by the hosts agreements. The one size fits all approach however hardly seems equitable to a start-up business such as ours.

Again, I share this not as a complaint, but with the hopes that the City will reconsider its approach to Community Host Agreements. We are a legal business like any other, yet we are treated in a vastly different way than any other business in town.

Sincerely,

Kristen Mara



---

**Policy Title:** Positive Impact Plan**Page:** 1 of 2**Policy Number:** HR02**Effective Date:** 9/15/18

---

**Revision Date(s):****Replaces Policy:****Dated:**

---

**Purpose:**

The Purpose of this policy is to create a plan to positively impact areas of disproportionate impact, as defined by the Commission, under 935 CMR 500.101(1)(a).

---

**Scope:**

This policy applies to all aspects of PVx.

---

**Policy Statement:**

It is PVx's policy to meet all requirements set forth in 935 CMR 500.00 and its subsections as promulgated by the Cannabis Control Commission.

---

**Review and Approval:**☒ **Electronic Signature**☐ **Handwritten Signature**

|                                 |                                    |              |
|---------------------------------|------------------------------------|--------------|
|                                 |                                    | <b>Date:</b> |
| <b>Policy Owner<br/>Review:</b> | <Signature >                       |              |
|                                 | <To Be Determined>                 |              |
|                                 |                                    |              |
| <b>Final<br/>Approval:</b>      | < Signature >                      |              |
|                                 | <Kristen Mara, Principal Director> |              |

|                       |                      |                        |         |
|-----------------------|----------------------|------------------------|---------|
| <b>Policy Title:</b>  | Positive Impact Plan | <b>Page:</b>           | 2 of 2  |
| <b>Policy Number:</b> | HR02                 | <b>Effective Date:</b> | 9/15/18 |

---

**Definitions:**

---



---

**Procedure:**

---

- I. Industry Specific Instruction:** PVx will provide no less than 50 hours per year towards educating individuals from disproportionately impacted locations in specific areas of the marijuana industry.

To achieve this goal, PVx will establish relationships with career centers or other community organizations in such locations. PVx will develop an internal mentorship program and seek to train up to two (2) individuals each year over the allotted hours.

- II. Support for Local Charities and Non-profit Organizations:** PVx will seek to support organizations within local areas of disproportionate impact with in-kind, financial donation and/or volunteering of time.

To achieve this goal, PVx will provide up to \$5000 of value as financial support or other modes of in-kind or time donations.

---

**Policy and Procedure (SOP) Cross-Reference Section:**

---



---

**Source/Citation Section:**

---

935 CMR 500.101 (2)(b)(10)

---



---

**Additional Resources (hyperlinks)**

---



**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: 001294352

1. The exact name of the limited liability company is: PIONEER VALLEY EXTRACTS LLC

**2a. Location of its principal office:**

No. and Street: 351 PLEASANT ST  
SUITE B, #143

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: 351 PLEASANT ST  
SUITE B, #143

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:**

NUTRITIONAL SUPPLEMENTS AND TOPICAL PRODUCTS; BOTANICAL EXTRACTION SERVICES

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: KRISTEN MARA  
 No. and Street: 21 CORTICELLI ST  
 City or Town: FLORENCE

State: MA Zip: 01062 Country: USA

I, KRISTEN MARA 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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---------|--|---|
| MANAGER | DAVID A CICHOCKI                               | 22 SHANNON DRIVE<br>BARKHAMSTED, CT 06063 USA                 |

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

| Title | Individual Name | Address (no PO Box) |
|-------|-----------------|---------------------|
|-------|-----------------|---------------------|

First, Middle, Last, Suffix

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:**

| <b>Title</b>  | <b>Individual Name</b><br>First, Middle, Last, Suffix | <b>Address</b> (no PO Box)<br>Address, City or Town, State, Zip Code |
|---------------|---|--|
| REAL PROPERTY | KRISTEN MARA  | 21 CORTICELLI<br>FLORENCE, MA 01062 USA                              |
| REAL PROPERTY | DAVID A CICHOCKI                                      | 22 SHANNON DRIVE<br>BARKHAMSTED, CT 06063 USA                        |

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of October, 2017,**  
**KRISTEN MARA**

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



THE COMMONWEALTH OF MASSACHUSETTS

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

October 10, 2017 05:13 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT**  
**of**  
**Pioneer Valley Extracts LLC**

**This Operating Agreement** (the "Agreement") made and entered into this 11th day of October, 2017 (the "Execution Date"),

**AMONGST**

David Cichocki of 22 Shannon Drive, Barkhamsted, Connecticut 06063, and  
Kristen Mara 21 Corticelli ST Florence MA 01062

(individually the "Member" and collectively the "Members").

**BACKGROUND**

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

**Formation**

- 1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided here.

**Name**

- 2. The name of the Company will be Pioneer Valley Extracts LLC.

**Purpose**

- 3. The company's purpose is to provide (1) Botanical Extraction Services (2) Product Sales to Massachusetts licensed marijuana businesses

**Term**

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

#### **Place of Business**

5. The Principal Office of the Company will be located at 43 Ladd ST Florence, MA 01062 or such other place as the Members may from time to time designate.
6. The mailing address of the Principal Office of the Company will be 351 Pleasant ST Suite B, # 143 Northampton MA 01060 or such other place as the Members may from time to time designate.

#### **Capital Contributions**

7. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company , full and on time, according to the following terms:

| <b>Member</b>  | <b>Contribution Description</b> | <b>Value of Contribution</b> |
|----------------|---------------------------------|------------------------------|
| David Cichocki |                                 | \$500.00                     |
| Kristen Mara   |                                 | \$500.00                     |
|                |                                 |                              |
|                |                                 |                              |

#### **Distribution of Profits/Losses**

8. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

| <b>Member</b>  | <b>Profit/Loss Percentage</b> |
|----------------|-------------------------------|
| David Cichocki | 50.00%                        |
| Kristen Mara   | 50.00%                        |
|                |                               |
|                |                               |

9. Distributions will be made according to the following schedule: Distributions will be made monthly.
10. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
11. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

### **Voting**

12. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

### **Nature of Interest**

13. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

### **Withdrawal of Contribution**

14. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

### **Liability for Contribution**

15. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

### **Additional Contributions**

16. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

17. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

### **Capital Accounts**

18. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

### **Interest on Capital**

19. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

### **Drawing Accounts**

20. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.

### **Compensation to Members for Services Rendered**

21. Members will be compensated by the Company for services rendered to or on behalf of the Company. Members salary will be based on time worked in the business. Members must work in the business to receive salary compensation.
22. **Management** of the Company is vested in the following manager (the " Manager") until such time as this Manager is removed by the Members or withdraws from the position:

| <b>Manager</b> | <b>Manager Address</b> |
|----------------|------------------------|
| TBD            |                        |

23. Management compensation will be as follows:

| <b>Manager</b> | <b>Compensation</b> |
|----------------|---------------------|
| TBD            |                     |

24. The duties and responsibilities of the Managers will include the following:  
Day to day operations of the business unit, including but not limited to recruiting training, asset management, brand compliance, safety, sales, profit & loss.
25. The Members may remove one or more Managers under the following conditions:  
Gross Misconduct, failure to meet budget goals, unable to perform assigned duties on a daily basis due to health.
26. A Manager will be reimbursed for expenses directly related to the operation of Company.
27. All the Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, a Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be by the Members as outlined elsewhere in this Agreement.
28. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to accepted accounting practices and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of Company.
29. A Manager will not be liable to the Members for any action or failure to act resulting loss or harm to the Company except in the case of gross negligence or willful misconduct.
30. Subject to any declared duty of loyalty, a Manager may engage in activities with other business entities where they are or may become a member or manager. A transaction between the Company and another company in which the Manager has a financial interest will not be void for this reason alone. The transaction will be valid only where has been fully disclosed to the Members of the Company and they agree to the transaction.
31. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company' business.

#### **Authority to Bind Company**

32. Only the following individuals have authority to act for or bind the Company in contract:  
David Cichocki or Kristen Mara

### **Duty of Loyalty**

33. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 2 years after the date of withdrawal.

### **Duty to Devote Time**

34. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

### **Member Meetings**

35. Member meetings will be held at the following address, or any other location that the Members may from time to time designate:

43 Ladd St  
Florence MA  
01062

36. Any impending Member meeting will require 30 days' notice be given to all Members.

37. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

38. Regular Member meetings will be held according to the following schedule:  
Semiannually in March and September.

39. There must be at least 51.00% of the Members present at a meeting for any decisions to be binding.

### **Admission of New Members**

40. A new Member may only be admitted to the Company with a majority vote of the existing Members.
41. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any

new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

### **Dissociation of a Member**

42. Voluntary Withdrawal: No Member may voluntarily withdraw from the Company for a period of 12 months from the execution date of this Agreement. After the expiration of this period, any Member (the "Dissociated Member") will have the right to voluntarily withdraw from the Company at the end of any fiscal year. Written notice of intention to withdraw must be served upon the remaining Members at least 90 days prior to the fiscal year end. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement. It remains incumbent on the withdrawing Member to exercise this right in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.
43. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has wilfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
44. On any purchase and sale made pursuant to this section, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will



prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

45. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

### **Buyout Agreement**

46. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

### **Assignment of Interest**

47. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full Membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.
48. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

### **Valuation of Interest**

49. In the absence of a written agreement setting a value, the value of the Company will be based on a fair market value as determined by a licensed business appraiser and in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent appraisal firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their Capital Contribution share in the Company, less any outstanding liabilities a Member may have to the Company. The

intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

50. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

51. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
52. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company obligations to current Members to pay debts; and
  - c. to the Members in proportion to their Capital Contributions to the Company.
53. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the respective Capital Contribution of each Member to the Company as set out in this Agreement.

### **Records**

54. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
  - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
55. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
56. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

#### **Books of Account**

57. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

#### **Banking and Company Funds**

58. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

#### **Audit**

59. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the requesting Member. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

#### **Tax Treatment**

60. This Company is intended to be treated as a partnership for the purposes of Federal and State Income Tax.

#### **Tax Matters Partner**

61. The tax matters partner will be David Cichocki (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.

62. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

### **Annual Report**

63. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
  - b. Income statement.
  - c. Balance sheet.
  - d. A breakdown of the profit and loss attributable to each Member.

### **Goodwill**

64. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures of like companies.

### **Governing Law**

65. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or this Agreement.

### **Mediation and Arbitration**

66. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Commonwealth of Massachusetts. The arbitrator's award will be final, and judgment entered upon it by any court having jurisdiction within the Commonwealth of Massachusetts.

### **Forbidden Acts**

- 67.

- 68. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 69. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 70. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 71. No Member may confess a judgment against the Company.
- 72. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

### **Indemnification**

- 73. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or wilful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

### **Liability**

- 74. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

### **Liability Insurance**

- 75. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

### **Life Insurance**

- 76. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

### **Actions Requiring Unanimous Consent**

- 77. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:

- a. Incurring Company liabilities over \$1,500.00.
- b. Incurring a single transaction expense over \$5,000.00.
- c. The sale of any Company asset with a fair market value over \$5,000.00.
- d. Hiring an employee with an annual compensation over \$35,000.00.
- e. Assignment of ownership rights of Company property.
- f. Endangering the ownership or possession of Company property.
- g. Assignment of check signing authority.
- h. Releasing any Company claim except for payment in full.

#### **Amendment of Operating Agreement**

78. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by the majority of all of the Members.

#### **Title to Company Property**

79. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

#### **Miscellaneous**

80. Time is of the essence in this Agreement.
81. This Agreement may be executed in counterparts.
82. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
83. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

84. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
85. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
86. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
87. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

#### **Additional Terms**

88. None

#### **Definitions**

89. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
  - c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
  - d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
  - e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
  - f. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this 11th day of October, 2017.

---

David Cichocki (Member)

---

Kristen Mara (Member)





Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0866698368  
Notice Date: May 15, 2018  
Case ID: 0-000-495-823



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KRISTEN MARA  
PIONEER VALLEY EXTRACTS  
351 PLEASANT ST STE B143  
NORTHAMPTON MA 01060-3900

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, PIONEER VALLEY EXTRACTS 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?***

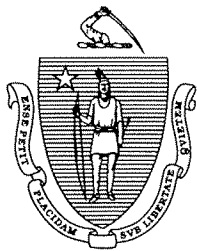
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

March 12, 2018

TO WHOM IT MAY CONCERN:

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

**PIONEER VALLEY EXTRACTS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 10, 2017**.

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 or withdrawal; 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: **DAVID A CICHOCKI**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KRISTEN MARA, DAVID A CICHOCKI**



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



## **Business Plan**

**Phone:**

(860) 250-7199

(413) 233-7109

**Email:**

[dave@pvxtracts.com](mailto:dave@pvxtracts.com)

[kristen@pvxtracts.com](mailto:kristen@pvxtracts.com)

**Web:**

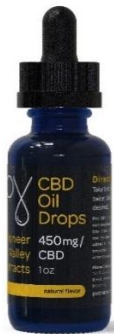
[www.pvxtracts.com](http://www.pvxtracts.com)

## Introduction:

Pioneer Valley Extracts, LLC was established in 2017 to provide cannabis extraction services to licensed medical and recreational dispensaries. We will also market our own brand of both cannabis and Industrial Hemp based CBD products under the PVx brand that we will distribute wholesale to retail locations. Our goal is to obtain both an adult use marijuana manufacturer license and a hemp processor license under the Massachusetts Commercial Industrial Hemp program.

## Current Products Under Development– Industrial Hemp-based CBD:

### CBD Oil Drops



**Ingredients:** Coconut Oil, Monk Fruit Extract (as Antioxidant), Full Spectrum Hemp Extract 450mg, Full Spectrum CBD (0 THC), Vitamin E (D-alpha Tocopherol), Terpene Complex (Myrcene, Linalool,

### CBD Pet Drops



**Ingredients:** Wild Alaskan Salmon Oil, Brewer's Yeast, Vitamin E (D-Alpha Tocopherol), Hemp Derived CBD (Cannabidiol)

### CBD Pain Balm



**Ingredients:** Grapeseed Oil, Yellow Beeswax, Organic Coconut Oil, Peppermint Oil, Hemp Derived CBD (Cannabidiol), Eucalyptus Leaf Oil, Rosemary Leaf Oil, Sweet Basil Oil, Spearmint Oil, Lavender Flower Oil, Ginger Root Oil, Ravensara Oil, Cinnamon Leaf Oil, Lemongrass Oil, Helichrysum Oil and Roman Chamomile

## **The Team:**

PVx, is co-owned by the brother and sister team of, David Cichocki and Kristen Mara. Both are seasoned professionals with combined years of proven experience operating successful businesses, working in start-ups, managing operations and navigating complex regulatory environments.

**Kristen Mara** is a seasoned executive with over 15 years of experience in operations, service excellence, project delivery and state and federal regulation. She has a versatile business background and has worked in both corporate and start-up environments and non-profit organizations. Kristen received her undergraduate degree in Government and Public Policy from Smith College and holds a law degree from Western New England University of Law.

**David Cichocki** is a seasoned entrepreneur and business owner. For 20 years, David has owned and operated a successful large-scale commercial landscape management company with 30 employees and sales of \$2,000,000 per year. David holds a B.A. in Business Administration from Western New England University. He also has a background in horticulture and holds a Connecticut custom grounds license.

**Brian Waibel** also joins the team as a manufacturing and extraction advisor. Brian has over 20 years of experience creating nutraceutical-quality botanical extracts. He has created techniques to prepare Cannabis feedstock for supercritical carbon dioxide extraction, refinement methods of crude extract to create multiple product forms including oil and wax formats, material packaging in consumer delivery devices such as vape pens and dab pen systems including hardware sourcing, product branding, and supply chain distribution. Brian holds Sc.B. in Biomedical Engineering from Brown University and M.S. in Mechanical Engineering from the University of Minnesota.

## **Description of Business:**

The businesses main focus will be on cannabis extraction. The resulting product of cannabis extraction is cannabis oil. This oil is rich in many compounds including CBD, THC, terpenes and flavonoids. The oil can be used in many products, such as tinctures, topicals, vape pens, and edibles among many more.

We will focus on 4 main categories.

1. Extraction of raw Hemp and Cannabis for oil to use in our own brand products, which will then be sold to licensed dispensaries, retail establishments.
2. Fee based extraction services of raw hemp or cannabis.
3. Sales of raw oil to licensed manufacturers of cannabis and hemp-based products.
4. Packaging oil products including vape pen filling, bottle filling and Private labeling for other licensed cannabis businesses.

## **Operations:**

### **Location**

We will be locating our business at 43 Ladd Avenue in Florence, MA. The location is approved zoning office/industrial.

The current footprint is 675 square feet including, extraction lab, office space, secured storage, loading dock in back.

### **Security:**

Security measure will be dictated by the State of Massachusetts and City of Northampton licensing requirements.

We are not a retail business but, a b2b business. Product pickup and delivery will be via scheduled appointment only. The door to Pioneer Valley Extracts will remain locked at all times. The facility will be monitored by 24/7 Surveillance. There will be a separate secure storage area in the facility for raw and finished product. For further security detail please refer to our Standard Operating Procedure Document.

### **Equipment:**

Equipment needed to produce products as described are as follows this equipment is currently owned by David Cichocki and Brian Waibel and will be in place at the start of operation

- Laboratory Glassware and basic lab equipment **(owned)**
- Scales and balances **(owned)**
- Mixing and blending equipment Magnetic hotplate stirrer, overhead large capacity homogenizer. **(owned)**
- 5 liter Rotary evaporator set up with chiller and vacuum pump **(owned)**
- Beckman Coulter 6r Centrifuge **(owned)**
- Forced hot air lab oven **(owned)**
- CO2 Extraction machine **(owned)**

**Production Methods:**

We will be using Co2 Supercritical fluid technology. This technology uses Co2 as a solvent to extract the essential oil from plant material. Co2 is a safe and effective method to perform extraction. This is the same Co2 that is used to carbonate soda. Any residual Co2 naturally evaporates from the product leaving no residual. The system is closed loop so the Co2 is recirculated in the system for use again. Co2 is classified as a non-flammable gas. Our main source of feed stock is “trim” (a by-product of processing the marijuana flower). We will purchase trim from area growers who do not perform extraction services. Or we will process their trim into oil for a fee. Our team has developed proprietary methods for processing plant material into oil. These methods have already produced high quality extracts in the California and Colorado market. We feel these methods produce a superior product and will secure market share ahead of our competitors who may be figuring extraction out for the first time.

**Personnel:**

We will employ an extraction technician and a lab assistant to start. The extraction technician will be experienced in botanical extraction, with formal education in biochemistry or a like field. The lab assistant will be a person who has the attitude and aptitude to learn the cannabis business. We will give preference to Northampton residents.

**Financing:**

The capital requirement to start an extraction only business is much less than a marijuana growing operation. Pioneer Valley Extracts is a going established business. Many of the startup expenditures associated with setting up a business have already been realized.

- The legal entity and LLC were established in 2017
- We have an established website.
- Web site set up for consumer access to online lab reports by searching the associated batch number on the product.
- UPC bar code for consumer product compliance obtained.
- Product design and label design.
- Necessary Equipment needed to operate (owned as noted in equipment section.)
- Working capital provided through PVx’s current operating income operating account and funding account.  
Personal funds of owners, both through current income sources and savings.  
Investment and funding by USL of Bloomfield LLC (Owned by David Cichocki)



## **Marketing:**

### **Mission Statement:**

*Our mission is to produce cannabis oil through the safest methods possible, with the least amount of processing, so that the plants natural compounds are retained in their original state.*

## **From Plant to Product with Nothing in Between™**

## **Product:**

### **Differentiator:**

Our focus on producing cannabis oil as close to the original plant profile will differentiate us in the market place. The cannabis plant has over 200 different compounds. It is the synergy between these compounds which creates what is known as the "entourage effect" where cannabinoids, terpenes and other chemical compounds all work together to achieve an effect that is greater than the sum of their parts. This is when the plant is at its most powerful in contributing to overall health. It is our goal to retain as many of these compounds, terpenes and flavonoids that were originally found in the plant in our oil. We will accomplish this through proven proprietary processing methods and product testing.

### **Quality Assurance:**

We will assure quality of our product through third party testing. Each batch will be assigned a batch number. We have set up our web site so that the lab report can be accessed by simply going to [www.pvxtracts.com/labreport](http://www.pvxtracts.com/labreport) and clicking on the batch number. The lab report will show compound and terpene profile, pesticide screening, microbiological screening, heavy metal screening, mycotoxin screening and residual solvent screening.

### **Competition:**

The Cannabis business in Massachusetts is an emerging market. We will be pioneers in this new market. Competition will be limited by the licensing requirements of the cannabis business. Based on other states that have legalized marijuana we are expecting more demand than supply. Based on time to bring a crop from seed to market, demand

will far outweigh supply. Therefore we feel there will be plenty of opportunity for all licensed businesses.

**Price:**

Price will be set by the market, “supply and demand”. Extraction services will be priced per pound of material processed. Oil is priced per gram of finished oil.

**Distribution:**

Products will be sold directly to licensed retail and dispensary establishments and manufacturers wholesale only. Delivery by Pioneer Valley Extracts will be by unmarked vehicles by appointment only. Pickup at our location will be by appointment.

**Promotion:**

We will target our promotional efforts by obtaining a list of licensed dispensaries and grower only licensee’s. These establishments will be contacted through direct sales. We will promote our oil products to dispensaries for resale at wholesale prices. We will promote our extraction services to growers. Our sales approach to growers will be focused on capital investment and management of running an extraction lab vs a small cost of \$6.40 per gram for us to process for them. At \$15 /gram wholesale the cost is only 42% of product leaving 58% profit margin on trim.

## Financial Plan:

### Projected First Year Monthly Financial Statement:

These figures are based on 50% oil sales and 50% fee based extraction services. We will assume processing of 4 lbs. of feed stock material per day 20lbs/week (this is 22% of capacity)

### Assumptions:

Since there is no basis for market prices in Massachusetts we will use national wholesale price averages of \$15 per gram of finished oil, \$275 per pound fee based processing services and \$200 per pound to purchase feed stock (trim).

The average yield for a pound (453.59 g) of material is 10% 45.35 grams finished oil.

*Note full capacity is based on specified startup equipment*

| Pro Forma Monthly Income Statement               | First Year                                       | Second Year  | Third Year  |
|--|--|--|---|
|  | <b>22% Capacity<br/>4lbs/day<br/>80 lb month</b> | <b>50% Capacity<br/>9lbs / day<br/>180lb/month</b> | <b>Full Capacity<br/>18lbs/day<br/>360/lb mth</b> |
| Oil Sales 40lbs/month =1800 grams/month @ \$15   | 27,000   | 61,215   | 122,430   |
| Extraction Service Sales 40lbs/month @\$275      | 11,000   | 24,750   | 49,500  |
| Total Monthly Sales                              | 38,000   | 85,965   | 171,930   |
| Annual Sales                                     | 456,000  | 1,031,580  | 2,063,160   |
| Less: cost of goods                              |  |  |   |
| Feed stock 40lb/month at \$200/lb                | (8000)   | (18000)  | (36000)   |
| Other processing costs(co2, supplies testing) 5% | (2350)   | (4298)   | (8596)  |
| Packaging Costs 5%                               | (2350)   | (4298)   | (8596)  |
| Gross Profit                                     | 25,300   | 59,369   | 118,738   |

|                            |         |          |           |
|----------------------------|---------|----------|-----------|
| Operating Expenses         |         |          |           |
| Salaries                   | 7360    | 11,040   | 14,260    |
| Rent                       | 675     | 675      | 675       |
| Sales & Marketing Expense  | 400     | 1500     | 2000      |
| Utilities                  | 200     | 800      | 1200      |
| Office Expense             | 200     | 500      | 500       |
| Web and Internet           | 300     | 400      | 400       |
| Security System Monitoring | 350     | 350      | 350       |
| Insurance                  | 500     | 1000     | 2000      |
| Total operating Expense    | (9985)  | (16,262) | (21,385)  |
| Net Monthly Profit         | 15,315  | 43,107   | 97,353    |
| Net Annual Profit          | 183,780 | 517,284  | 1,168,236 |
|                            | 40%     | 50%      | 56%       |



## Employee Handbook

### Table of Contents

|  |   |
|--|---|
| I. INTRODUCTION.....                           | 1 |
| A. WELCOME STATEMENT .....                     | 1 |
| B. DESCRIPTION OF HANDBOOK .....               | 1 |
| II. EMPLOYMENT RELATIONSHIP.....               | 3 |
| A. EMPLOYMENT AT WILL .....                    | 3 |
| B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER ..... | 3 |
| III. COMMENCING EMPLOYMENT.....                | 5 |
| A. BACKGROUND CHECKS.....                      | 5 |
| B. IMMIGRATION COMPLIANCE .....                | 5 |
| C. HIRING RELATIVES .....                      | 5 |
| D. EMPLOYMENT STATUS.....                      | 6 |
| 1. Full-Time Nonexempt Employees .....         | 6 |
| 2. Part-Time Nonexempt Employees.....          | 6 |
| 3. Temporary Employees .....                   | 6 |
| 4. Exempt Employees .....                      | 6 |
| E. INTRODUCTORY PERIOD.....                    | 6 |
| F. JOB DUTIES .....                            | 7 |

|  |    |
|--|----|
| IV. PAYROLL.....                                     | 7  |
| A. OVERTIME.....                                     | 7  |
| B. PAYMENT OF WAGES.....                             | 7  |
| C. WAGE DEDUCTION POLICY .....                       | 7  |
| D. SALARY PAY POLICY .....                           | 8  |
| V. PERSONNEL .....                                   | 8  |
| A. OPEN-DOOR POLICY .....                            | 8  |
| B. UNLAWFUL DISCRIMINATION AND HARASSMENT .....      | 8  |
| 1. Sexual Harassment Defined.....                    | 8  |
| 2. Other Types of Harassment .....                   | 9  |
| 3. Complaint Procedure.....                          | 9  |
| 4. Liability for Harassment and Discrimination ..... | 10 |
| C. PROHIBITED CONDUCT .....                          | 11 |
| D. CONDUCT & EMPLOYMENT OUTSIDE WORK.....            | 12 |
| E. INVESTIGATIONS OF CURRENT EMPLOYEES .....         | 13 |
| F. CONFIDENTIALITY .....                             | 13 |
| A. POLICIES AGAINST WORKPLACE VIOLENCE .....         | 14 |
| 1. Statement of Policy .....                         | 14 |
| 2. Definitions.....                                  | 14 |
| 3. Enforcement .....                                 | 15 |
| B. OPERATION OF VEHICLES .....                       | 15 |
| C. EMPLOYEE PROPERTY .....                           | 16 |
| D. VISITORS.....                                     | 16 |
| E. SECURITY .....                                    | 16 |
| F. SOLICITATION & DISTRIBUTION OF LITERATURE .....   | 16 |

|   |    |
|---|----|
| G. EMPLOYEE PARKING .....                                       | 17 |
| H. BULLETIN BOARDS .....  | 17 |
| I. HOUSEKEEPING.....  | 17 |
| J. SMOKING POLICY .....   | 17 |
| K. HEALTH & SAFETY .....  | 17 |
| L. POLICY REGARDING VIOLENT CRIME .....                         | 20 |
| 1. Statement of Policy .....                                    | 20 |
| 2. Guidelines for Protecting Employee and Customer Safety ..... | 20 |
| VII. BENEFITS.....  | 20 |
| 1. General Provisions .....                                     | 20 |
| 2. Family & Medical Leaves .....                                | 21 |
| 3. Military Leave (Active and Reserve Service).....             | 22 |
| VIII. TERMINATION.....  | 22 |
| A. VOLUNTARY TERMINATIONS .....                                 | 22 |
| B. INVOLUNTARY TERMINATIONS.....                                | 23 |
| C. REDUCTIONS IN FORCE .....                                    | 23 |
| IX. SUPPLEMENTAL HANDBOOK POLICIES .....                        | 23 |
| A. WORK HOURS .....   | 23 |
| B. MEAL PERIODS .....   | 23 |
| C. REST PERIODS.....  | 23 |
| D. TIME AND PAY .....   | 23 |
| E. PUNCTUALITY AND ABSENCE.....                                 | 24 |
| F. WORKERS' COMENSATION BENEFITS.....                           | 24 |
| G. DRESS CODE.....  | 24 |
| H. USE OF TECHNOLOGY AND THE INTERNET .....                     | 25 |

|                                   |    |
|-----------------------------------|----|
| 1. Acceptable Uses .....          | 25 |
| 2. Unacceptable Uses .....        | 26 |
| 3. Access to Information .....    | 26 |
| 4. Copyrighted Materials .....    | 27 |
| 5. Confidential Information ..... | 27 |
| 6. Security of Information .....  | 27 |
| 7. Software Policy.....           | 28 |
| 8. Your Responsibilities .....    | 28 |
| J. CELLULAR TELEPHONES.....       | 28 |
| K. COMPANY VEHICLES.....          | 31 |
| Acknowledgment & Agreement        |    |



## **I. INTRODUCTION**

### **A. WELCOME STATEMENT**

Congratulations and thank you for accepting Pioneer Valley Extract's offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help Pioneer Valley Extracts LLC succeed. We expect and depend upon you and each Employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the PVX team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our Employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

## **Pioneer Valley Extracts**

### **B. DESCRIPTION OF HANDBOOK**

None of the Company's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. No Manager has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the Owner has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the Owner.

Not all Pioneer Valley Extracts policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have

any questions or concerns about this Employee Handbook or any other policy or procedure, please ask the Owner.

## **II. EMPLOYMENT RELATIONSHIP**

### **A. EMPLOYMENT AT WILL**

While we hope that your employment will prove mutually satisfactory, please understand that continued employment cannot be guaranteed for any Employee. Employment at the Company is employment at will. This means that you are free to leave your employment at any time, with or without cause or notice, and the Company retains the same right to terminate your employment at any time, with or without cause or notice. This policy of at-will employment may be changed only by a written employment agreement signed by the Owner that expressly changes the policy of at-will employment. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

### **B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

Pioneer Valley Extracts is equal employment opportunity employers and strive to comply with all applicable laws prohibiting discrimination based on race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, and any other basis protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct. In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Owner and request an accommodation.

You must report every instance of unlawful discrimination or harassment to the Owner regardless of whether you or someone else is the subject of the discrimination. Detailed reports, including names, descriptions, and actual events or statements made, will greatly enhance the Company's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the Company will conduct an investigation. The Company prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any supervisor or employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct that violates Company policy has occurred, the Company will take disciplinary action, up to and including termination of employment, against those engaged in the misconduct. The Company will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action (s) the Company takes to resolve and remedy the situation.

### **III. COMMENCING EMPLOYMENT**

#### **A. BACKGROUND CHECKS**

Due to the nature of the cannabis business, The Company will due a full background check of an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the Company and required by the Commonwealth of Massachusetts, the Massachusetts Cannabis Control Commission and any other state or federal laws pertaining to employment of a marijuana establishment. The Company will review an applicant's or an Employee's credit report and criminal background, if any. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the job applicant or Employee with any required notices and forms. Consistent with these practices, job applicants or Employees will be asked to sign certain authorization and release forms. Consistent with legal requirements, the Company reserves the right to require job applicants or Employees to sign the forms as requested as a condition of employment.

#### **B. IMMIGRATION COMPLIANCE**

Pioneer Valley Extracts will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

If you have any questions or need more information on immigration law issues, please contact your Manager.

#### **C. HIRING RELATIVES**

A familial relationship among Employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

If two Employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company will attempt to identify other available positions, and the Employees will have 30 days to decide which individual will remain in his/her current position. If no alternate position is available, the Employees will have 30 days to decide which Employee will remain with the Company. If this decision is not made in the time allowed, the Company will make the decision.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

#### **D. EMPLOYMENT STATUS**

Employees at Pioneer Valley Extracts are classified as full-time nonexempt, part-time nonexempt, temporary, or exempt.

##### **1. Full-Time Nonexempt Employees**

Full-time nonexempt Employees are those who are normally scheduled to work and who do work a schedule of 40 or more hours per week.

##### **2. Part-Time Nonexempt Employees**

Part-time nonexempt Employees are those who are scheduled to and do work less than 40 hours per week. Part-time nonexempt Employees may be assigned a work schedule in advance or may work on an as-needed basis.

##### **3. Temporary Employees**

Temporary Employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of three months or less. Temporary Employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

##### **4. Exempt Employees**

Exempt Employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales Employees are overtime exempt. The Owner will inform you if your status is exempt.

#### **E. INTRODUCTORY PERIOD**

The first 90 days of continuous employment at Pioneer Valley Extracts will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with the Owner and fellow Employees, and familiarize yourself with the Company in general. We refer to this initial period of employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

## **F. JOB DUTIES**

As part of your initial orientation, you will learn the various duties and responsibilities of your job. The Company maintains certain expectations and standards applicable to your job position. The Manager should review these with you.

It is expected that Employees will perform additional duties and assume additional responsibilities as needed by the Manager for the efficient operation of the Company.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

## **IV. PAYROLL**

### **A. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. The Manager must authorize all overtime work in writing in advance. Working overtime without prior authorization may result in disciplinary action. Nonexempt Employees will be paid time and one-half compensation for all hours worked in excess of 40 hours in one workweek and as otherwise required by state and federal law. Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Employees.

### **B. PAYMENT OF WAGES**

Paydays are communicated by management. If a regular payday falls on a holiday, Employees will be paid on the preceding workday.

If there is an error in your check, you must report it immediately to your Supervisor. Please do not go directly to HR. No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

### **C. WAGE DEDUCTION POLICY**

The Company prohibits improper wage deductions pursuant to the Fair Labor Standards Act ("FLSA"). If an employee believes his or her wages have been subject to an improper deduction, the employee MUST report it immediately to his or her manager and the President. If the employee is uncomfortable reporting the improper deduction to his or her manager, the employee still must report the improper deduction to the President.

After conducting a prompt investigation into the complaint, The Company will inform the employee of the resolution. If an improper deduction has been made, The Company will correct the error, or see that the error is corrected, by reimbursing the employee promptly for the improper deduction. The Company is committed to the fair payment of wages to all employees consistent with the requirements promulgated by the FLSA. In the event of an improper deduction, The Company will, in addition to

reimbursing the employee, review whether counseling and/or discipline of the manager/staff responsible for the improper deduction is warranted to ensure future compliance with FLSA regulations.

#### **D. SALARY PAY POLICY**

Exempt Employees will be paid a salary in accordance with applicable law. Although exempt Employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt Employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt Employee's salary may be reduced. Please contact the Owner for more information.

#### **V. PERSONNEL**

##### **A. OPEN-DOOR POLICY**

Pioneer Valley Extracts recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with the Owner. Please feel free to contact the Owner with any suggestions and/or complaints.

While the Company provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Pioneer Valley Extracts believes that open communication is essential to a successful work environment. All employees should always feel free to raise issues of concern without fear of reprisal.

##### **B. UNLAWFUL DISCRIMINATION AND HARASSMENT**

In accordance with applicable law, Pioneer Valley Extracts prohibits unlawful discrimination or harassment because of sex, race, color, national origin, ancestry, religion, physical or mental disability, veteran status, marital status, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other basis protected by federal, state, or local law. Any such harassment may violate the law and will not be tolerated.

###### **1. Sexual Harassment Defined**

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:



- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, the Owner, or harassment by persons doing business with or for the Company.

## **2. Other Types of Harassment**

Prohibited harassment on the basis of race, color, national origin, pregnancy, gender, ancestry, religion, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

## **3. Complaint Procedure**

Pioneer Valley Extracts complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, discrimination

and retaliation, appropriate disciplinary action against one found to have engaged in prohibited harassment, discrimination or retaliation and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been discriminated against or harassed on the job, or if you are aware of the harassment of others, you must provide a written or verbal complaint to the Owner, as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by the Company for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, the Company will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation. Any instance of perceived retaliation must be reported through the same channels.

All incidents of prohibited harassment that are reported will be investigated. The Company will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The company will treat complaints as confidentially as circumstances permit. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If the Company determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment.

If a complaint of prohibited harassment is found to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the Employee who complained.

#### **4. Liability for Harassment and Discrimination**

Any Employee of Pioneer Valley Extracts whether a coworker or Manager, who is found to have engaged in prohibited harassment or discrimination is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited discrimination and harassment, including any supervisor, who knew about the discrimination or harassment but took no action to stop it, may be held personally liable for monetary damages. Any supervisor who knew about harassment and took no action to stop it or failed to report the harassment to the Owner may also be subject to discipline up to and including discharge. The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by

law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

### **C. PROHIBITED CONDUCT**

In order to assure orderly operations and provide the best possible work environment, Pioneer Valley Extracts expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment:

1. Falsification of employment records, employment information, or other records.
2. Recording the work time of another Employee, allowing any other Employee to record your work time, or allowing falsification of any time card, whether your own or another Employee's.
3. Theft or damage of any Company property or the property of any Employee or customer.
4. Removing or borrowing Company property without prior authorization.
5. Unauthorized use of Company equipment, time, materials, or facilities.
6. Working with alcohol or illegal substances in your system.
7. Possessing, distributing, selling, transferring, using, or having alcohol or illegal drugs in your system while in the workplace.
8. Provoking or participating in a fight or fighting during working hours or on premises owned or occupied by the Company.
9. Provoking or participating in horseplay or practical jokes on the Company's time or on premises owned or occupied by the Company.
10. Possession of firearms or any other dangerous weapons, at any time, on premises owned or occupied by the Company.
11. Engaging in illegal conduct, which is detrimental to the reputation of the Company, whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by the Company.
13. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any Manager or member of management, the use of abusive or threatening language toward any Manager or member of management, or refusal to fully disclose information in the course of Company investigations.

14. Being disrespectful or using profane or abusive language at any time during working hours or while on premises owned or occupied by the Company.
15. Failing to personally notify the Management when unable to report to work.
16. Unreported absence of three consecutive scheduled workdays.
17. Failing to obtain permission from your immediate supervisor to leave work for any reason during normal working hours.
18. Failing to observe working schedules, including rest and lunch periods.
19. Sleeping or malingering on the job.
20. Making or accepting for improper purposes personal telephone calls during working hours.
21. Working overtime without authorization or refusing to work assigned overtime.
22. Violating any safety, health, or security policy, rule, or procedure of the Company.
23. Committing a fraudulent act, dishonest act, breach of trust, or violating the duty of loyalty to the Company in any circumstances.
24. Failing to maintain confidential or proprietary information or Company trade secrets or engaging in direct competition with the Company.

Although employment may be terminated at will by either the Employee or the Company at any time, without following any formal system of discipline or warning, the Company may exercise its discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken in connection with a particular Employee, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the Company's policy of employment at will. Either you or the Company may terminate the employment relationship at any time for any reason, with or without cause or without notice.

#### **D. CONDUCT & EMPLOYMENT OUTSIDE WORK**

In general, the Company does not seek to interfere with Employees' off-duty activities. However, the Company will not tolerate off-duty conduct that impacts negatively on the Company, either in terms of an Employee's individual work performance or the business interests of the Company, including its reputation. Also, the Company prohibits outside employment (including self-employment) that conflicts with employment at Pioneer Valley Extracts, impacts the Employee's work performance or schedule, and/or affects the business interests of the Company. Employees must contact the Owner and receive written approval prior to engaging in any outside employment.

#### **E. INVESTIGATIONS OF CURRENT EMPLOYEES**

The Company may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the Company's lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

#### **F. CONFIDENTIALITY**

Information about Pioneer Valley Extracts, its Employees, customers, suppliers, and vendors is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Owner.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express permission of the Owner. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Company's operations, procedures, or practices. Confidential information may not be removed from Company premises without express authorization.

Confidential information obtained during or through employment with the Company may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of the Company's confidentiality policies.

## **PIONEER VALLEY EXTRACTS**

### **G. POLICIES AGAINST WORKPLACE VIOLENCE**

#### **1. Statement of Policy**

The costs of workplace violence can be great, both in human and financial terms. Therefore, the Company has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the Company or that occur on Company property or in the conduct of Company business off Company property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, Pioneer Valley Extracts personnel, contract workers, temporary employees, and anyone else on Pioneer Valley extracts property or conducting Company business off Company property. Violations of this policy, by any individual, may lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Pioneer Valley Extracts into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

#### **2. Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more Pioneer Valley Extracts Employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve Employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Company property or another Employee's property;
- d. Harassing or threatening phone calls;

- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

### 3. Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by an Employee, a judgment will be made by the Company as to what actions are appropriate with respect to that Employee, including potential medical evaluation and/or disciplinary action up to and including discharge.

**Important Note:** Pioneer Valley Extracts will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy alters the at-will nature of employment at Pioneer Valley Extracts

### H. OPERATION OF VEHICLES

Employees driving on Company business--whether in a Company-owned or leased vehicle, a rented vehicle, an Employee's own vehicle, or any other vehicle--are not permitted to engage in unauthorized activity or travel. The use of Company-owned or leased vehicles and rental of vehicles for Company business are limited to authorized Employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All Employees authorized to drive Company-owned or Company-leased vehicles to rent vehicles for use in conducting Company business, must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. In the event that the license status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that Employee may

be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits.

Certain Employees may drive their own personal vehicles while conducting Company business. These Employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on Company business. The Company will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe these policies while driving on Company business, even if operating their own vehicles or other vehicles not owned, leased, or rented by the Company.

#### **I. EMPLOYEE PROPERTY**

Employees should not bring valuables to work. If you decide to do so, all valuables should be kept in a secure location. The Company assumes no responsibility for the loss, theft, or damage of Employees' personal property.

#### **J. VISITORS**

Employees may have an occasional visit from a friend or relative provided advance approval is obtained from the Owner. Any visit must be arranged to minimize disruption of work. Generally, friends and relatives should be asked not to visit Employees during working hours. Anyone under 21 are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives, and customers are not permitted in areas restricted to Employees only, unless authorized by management.

#### **K. SECURITY**

Employees should be alert at all times and should immediately report the presence of any suspicious persons to their Manager, to the Owner, or to security personnel. Employees should also maintain in their possession at all times their keys, security passes, and identification badge(s). These items may not be lent to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have that information.

#### **L. SOLICITATION & DISTRIBUTION OF LITERATURE**

The Company has established rules, applicable to all Employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All Employees are expected to comply strictly with these rules.



1. No Employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or Employees at whom the activity is directed;
2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and
3. Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on Company property.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for the Company.

#### **M. EMPLOYEE PARKING**

The Company provides Employees with parking on a first-come, first-served basis. You may park your vehicle in a no-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, customers, vehicles belonging to the Company, and others. The Company will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on Company property.

#### **N. BULLETIN BOARDS**

Bulletin boards are reserved for the exclusive use of the Company for posting work-related notices or notices posted pursuant to local, state, and federal law. From time to time, special notices and information for Employees will be posted by the Company on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

#### **O. HOUSEKEEPING**

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the break room, locker room, or restroom.

#### **P. SMOKING POLICY**

Employees, customers, vendors, and other guests are not allowed to smoke in Company facilities at any time. Smoking is not allowed in customer areas, Company vehicles, or in restrooms or other areas per mandated regulations.

#### **Q. HEALTH & SAFETY**

The health and safety of Employees and others on Company property are of critical concern to Pioneer Valley Extracts. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your Supervisor *immediately*, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of the Owner *immediately*.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact the HR for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to the Employee's Manager as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, the Owner will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

## 1. Safety Rules

It is a company objective to provide a safe and satisfying work environment. Your safety and the safety of your fellow workers require that you make safety a first consideration in doing your work. This means that each one of us must:

- Actively participate in safety meetings
- Report all injuries or accidents immediately to supervisors – no matter how minor!
- Wear proper safety equipment.
- Never perform a job that is unsafe
- Notify Supervisors or the Branch Safety Officer immediately of any unsafe conditions.

## LEARN AND OBEY ALL SAFETY RULES POSTED .

The **CODE OF SAFE PRACTICE** is considered to be a guideline when insuring the safety of yourself and your crew. When hired, every employee should read, understand and commit to these practices.

- This Business prohibits the unlawful distribution, dispensation, possession or use of drugs, alcohol, or other controlled substances on its property, while conducting company business or operating company owned or leased vehicles. Employees testing positive for drugs, alcohol, or other controlled substances will be disciplined in accordance with the Company's Drug & Alcohol Testing Policy.

- All injuries or incidents, no matter how slight, must be reported to your owner/manager **IMMEDIATELY. NO EXCEPTIONS.**
- Report all unsafe conditions to your owner/manager.
- Think before you act. Follow instructions, don't take chances, and ask if you do not know.
- Good housekeeping will be maintained at all times.
- Lab Coats, Safety Glasses and appropriate gloves are to be worn at all times while working in extraction lab.
- Follow all safety procedures as written in the processing standard operating procedures
- All personnel traveling in a motor vehicle shall be seated in an interior portion of the vehicle and shall wear seatbelts while the vehicle is in motion. **NO** personnel may be transported in the bed of the vehicle at any time
- Don't engage in horseplay. Avoid distracting others.
- Use proper lifting techniques. Lift with the back straight and legs bent. Get help if the load is too heavy or awkward. Never lift more than you can safely carry (maximum 60 lbs.). Use mechanical aids whenever available.
- An employee must have a valid driver's license in order to operate company vehicles on or off the job site.
- Potentially dangerous conditions are to be properly barricaded and warning tape and/or signs shall be used.
- Always wear the proper personal protective equipment (PPE).
- When assisting a fellow employee whose injury results in bleeding, employees should protect themselves against exposure to bloodborne pathogens by wearing latex or vinyl gloves and observing universal precautions.
- Comply with all business, customer, and governmental safety rules, signs, and work procedures.
- In case of an emergency dial 911.

Every employer must provide a safe and healthful working environment. Equally as important, every employee must comply with the employer's supervision, safety and health standards and procedures. The employer and employee can be in violation of the law if they fail to do so.

## **R. POLICY REGARDING VIOLENT CRIME**

### **1. Statement of Policy**

Pioneer Valley Extracts recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential for commission of a violent crime in the workplace may threaten the safety of Employees as well as customers. Therefore, due to the Company's concern for the safety of its Employees and customers, it is the Company's policy to provide guidelines to Employees about the signs of incipient violence and steps to take to prevent or ameliorate violence.

### **2. Guidelines for Protecting Employee and Customer Safety**

Prevention is the threshold measure to protect Employee and customer safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police.

In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of customers and other Employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, Employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, et cetera in hope of later identification.

Once the incident is over, you should remain where you are--do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

## **VI. BENEFITS**

### **LEAVES OF ABSENCE**

#### **1. General Provisions**

Pioneer Valley Extracts may grant a leave of absence in certain circumstances. You should notify the Owner in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with the Owner during your leave, and giving prompt notice if there is any change in your return date.

## **2. Family & Medical Leaves**

### **Family and Medical Leave Act Policy**

Eligible employees may take up to 12 workweeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a 12-month period for specified family and medical reasons.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company; and
2. Have worked at least 1,250 hours for the Company over the preceding 12 months

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly born child or placement of a child with the employee for adoption or foster care;
2. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or
3. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

### **Duration of Leave**

Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

You may take FMLA leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition. Intermittent leave is not permitted for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Company's operations.

### **Benefits during Leave**

Depending on the purpose of your leave request the Company will require you to use accrued paid leave, if available, concurrently with some or all of the FMLA leave. In addition, you will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of an FMLA leave.

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage under the plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for an employee and family.

### **Job Restoration**

Upon returning from FMLA leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **3. Military Leave (Active and Reserve Service)**

If eligible, leave without pay is provided to you when you enter the uniformed services, as defined by federal or state law. For example, the uniformed services include military services with the Armed Forces of the United States or the Armed Forces Reserves. You may be entitled to reemployment rights and retention of full seniority benefits for all prior service upon reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 and Florida law. You need to bring your military service orders to the Owner for review prior to commencement of the leave.

Temporary Employees may not be eligible for reinstatement following military leave, and reinstatement may not be required for other Employees in some circumstances. Contact the Owner for information pertinent to your situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## **VII. TERMINATION**

### **A. VOLUNTARY TERMINATIONS**

If you decide to leave your employment with Pioneer Valley Extracts we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. You are required to return all property owned by the Company (e.g., vehicles, computers, keys, uniforms, identification badges, and credit cards) prior to your departure.

## **B. INVOLUNTARY TERMINATIONS**

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Company to the Owner prior to your departure.

## **C. REDUCTIONS IN FORCE**

While the Company hopes to continue growing and providing employment opportunities, business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that the Company determines to lay off any Employee or a number of Employees, the Company retains full discretion to select, which Employee(s) will be laid off. While Pioneer Valley Extracts retains full discretion, some of the relevant factors might include the Company's operational requirements and the skill, productivity, ability, and past performance of those involved.

## **VIII. SUPPLEMENTAL HANDBOOK POLICIES**

### **A. WORK HOURS**

Working hours are from 8:00 am – 5:00 pm Monday - Friday. Periodically a person may be asked to start work earlier or work later than usual due to special job conditions or requirements.

### **B. MEAL PERIODS**

- staff have an unpaid meal. Usually one-hour, with start times varying between 11:00 a.m. and 1:00 p.m. depending on staffing levels and needs. No department or office should be left unattended during lunch breaks unless otherwise approved by a Manager.

### **C. REST PERIODS**

Where state law mandates, full-time non-exempt employees are provided with rest periods. Unless there are regularly scheduled rest period times, the time should be taken at your discretion and to the extent possible, during the middle of your work period at an appropriate location. Since this time is counted and paid as time worked, you must not be absent from your workstations beyond the time allotted for the rest period time.

### **D. TIME AND PAY**

Hourly employees are required to record and accurately allocate their time worked each day. Your Supervisor will inform you of the use of time clocks or timecards. At the end of the pay period, you must review and approve with your signature the times being

submitted for pay. Some employees may be required to submit a timecard to their Supervisors for approval on a daily basis.

In the event of an error, it is important that you take your timecard to your Supervisor and have it corrected and initialed by you and your Supervisor. Corrections to timecards should not be made by erasing or whiting out entries. Adjustments, if any, will be paid along with hours worked in the same pay period as management is made aware of the error.

The work week is Monday through Friday. Pay checks for the previous week's work are distributed each Friday. You may also have the option to have your pay directly deposited to your financial institution. If you are interested, contact your Office Manager/Administrator to obtain the Direct Deposit Authorization Form.

The company does not give advances in pay.

#### **E. PUNCTUALITY AND ABSENCE**

Your regular attendance on the job is necessary for the Company to meet its commitments. If you are late or miss work, you make it difficult for your department to work effectively.

If you must be late or miss work, you must notify your Supervisor AND the office as early as possible so that your job can be covered. You should make every effort to speak with your Supervisor before leaving a message on his cell phone or at the office. Failure to notify your Supervisor or office may result in disciplinary action.

#### **WORKERS' COMPENSATION BENEFITS**

The Company complies with Federal and State regulations with regard to Workers' Compensation benefits. If you suffer an on-the-job injury or disease, you should immediately report it to your Supervisor. If you should suffer an on-the-job injury or disease you may be entitled to the following:

- Medical treatment with an employer-designated physician.
- Temporary disability indemnity payments for those periods of time in which you are unable to work due to the effects of the on-the-job injury or disease.
- Permanent disability indemnity, vocational rehabilitative services where appropriate and dependency benefits in cases of death.

For information about the benefits and claims administrator in your state, please contact your Office Manager/Administrator or the Corporate Insurance Department.

#### **F. DRESS CODE**

The Company requires that your dress, grooming and personal hygiene be appropriate to the work situation. This policy provides a general overview of acceptable attire.

Managers and Supervisors have the right to prescribe reasonable standards of dress and appearance for all employees. Standards are established to assure the safety of all



employees to maintain the appearance of neatness and cleanliness of all employees and conduct the daily business of the Company. You are required to wear appropriate attire at all times whether at the office, representing the Company at an industry event, or in the field. You must be dressed in a neat and professional manner. You may not wear suggestive attire, athletic clothing, shorts, T-shirts or hats. You will not be permitted to enter Company buildings without shirts or shoes. If you do not meet the standards of this policy you may be sent home. Non-exempt employee will not be compensated for any work time missed due to a failure to comply with this policy. The Company may provide specific guidelines of acceptable attire.

## **G. USE OF TECHNOLOGY AND THE INTERNET**

The Company's technical resources--including desktop and portable computer systems, fax machines, Internet access, voice mail, and electronic mail (e-mail)--enable Employees quickly and efficiently to access and exchange information throughout the Company and around the world. When used properly, we believe these resources greatly enhance Employee productivity and knowledge. In many respects, these new tools are similar to other Company tools, such as stationery, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within the Company and within your responsibilities as an Employee.

This policy applies to all technical resources that are owned or leased by the Company, that are used on or accessed from Company premises, or that are used on Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet access, voice mail, and e-mail, whether or not the activities are conducted from Company premises.

**NOTE:** As you use the Company's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an Employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it may still be recoverable and may even remain on the system.

### **1. Acceptable Uses**

The Company's technical resources are provided for the benefit of the Company and its customers, vendors, and suppliers. These resources are provided for use in the pursuit of Company business and are to be reviewed, monitored, and used only in that pursuit.

Employees are not permitted to use the Company's technical resources for non-work purposes. Accordingly, Employees have no right of privacy as to any information or file maintained in or on the Company's property or transmitted or stored through the Company's computer, voice mail, e-mail, or telephone systems.

## **2. Unacceptable Uses**

The Company's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using Company resources.

Solicitation for any non-Company business or activities using Company resources is strictly prohibited. Your use of the Company's technical resources must not interfere with your productivity, the productivity of any other Employee, or the operation of the Company's technical resources.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technical resources using another Employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company, or improper use of information obtained by unauthorized means, is prohibited.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any Employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, as well as any other category protected by federal, state, or local laws. Any use of the Internet to harass or discriminate is unlawful and strictly prohibited by the Company. Violators will be subject to discipline, up to and including discharge.

The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

## **3. Access to Information**

The Company asks you to keep in mind that when you are using the Company's computers you are creating Company documents using a Company asset. The Company respects the individual privacy of its Employees. However, that privacy does not extend to an Employee's work-related conduct or to the use of Company-provided technical resources or supplies.

Electronic information created and/or communicated by an Employee using Company tools, such as software, Internet access, voice mail, telephones, and e-mail, will generally not be monitored by the Company. Please keep in mind the following:

1. The Company monitors the performance, usage, and cost-effectiveness of its technical resources and periodically gathers information such as the number, frequency, time of day, and duration of calls or Internet site visits.
2. The Company may, in its discretion, review any Employee's electronic files and messages as well as the volume and content of usage.

Remember that your electronic communications and files are neither private nor confidential. They may be read by others within the Company and outside it without first obtaining your permission. If there is information that you do not want to be available to others, you should send that information in other ways.

#### **4. Copyrighted Materials**

You should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your Manager.

#### **5. Confidential Information**

E-mail and Internet/Web access are not entirely secure. Others outside the Company may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which company, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask your Manager or Management for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Employees should safeguard the Company's confidential information, as well as that of customers and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.**

#### **6. Security of Information**

Although you may have passwords to access computer, voice mail, and e-mail systems, these technical resources belong to the Company, are to be accessible at all times by

the Company, and are subject to inspections by the Company with or without notice. The Company may override any applicable passwords or codes to inspect, investigate, or search an Employee's files and messages. All passwords must be made available to Management upon request. You should not provide a password to other Employees or to anyone outside the Company and should never access any technical resources using another Employee's password.

In order to facilitate the Company's access to information on its technical resources, you may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on Company systems without the express prior written permission from Management and your Manager. As part of this approval, Management will indicate a procedure for you to deposit any password, encryption key or code, or software with Management so that the encrypted or encoded information can be accessed in your absence.

## **7. Software Policy**

If you want to install software on Company computers, you must contact Management and request to have the software installed. Employees are prohibited from installing any software on any Company technical resource without the express prior written permission from Management.

Involving Management ensures that the Company can manage the software on Company systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes the Company and the individual Employee to substantial fines and exposes the individual Employee to imprisonment. Therefore, Employees may not load personal software onto the Company's computer system and may not copy software from the Company for personal use.

## **8. Your Responsibilities**

Each Employee is responsible for the content of all text, audio, or images that they place or send over the Company's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the Company may advise appropriate legal officials of any illegal violations.

## **H. CELLULAR TELEPHONES**

This policy outlines the use of personal cell phones at work. The personal use of business cell phones and the safe use of cell phones by employees while driving.

- **Personal Cellular Phones**

While at work, you are expected to exercise the same discretion in using personal cellular phones as is expected for the use of Company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. You are asked to make personal calls on non-work time where possible and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

- **Company Provided Cellular Phones**

Where job or business needs demand immediate access to an employee the Company may issue a business cell phone to you for work-related communications. To protect you from incurring a tax liability for the personal use of this equipment, such phones are to be used for business reasons only. Company Provided Cellular Phones are not to be used to stream music or videos on company time or that incur extraordinary data utilization. Data use greater than 3 gig per month will be charged back to the employee and deducted from pay.

When you are in possession of Company equipment such as cellular phones you are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, you may be asked to produce the phone for return or inspection. If you are unable to present the phone in good working condition within the time period requested (for example, 24 hours) you may be expected to be expected to bear the cost of a replacement.

If you separate from employment with outstanding debts for equipment loss or unauthorized charges you will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

- **Safety Issue for Cellular Phone Use**

If your job responsibilities include regular or occasional driving and you are issued a cell phone for business use you are expected to refrain from using the phone while driving. Safety is a priority at all times. Regardless of the circumstances, including slow or stopped traffic, you are strongly encouraged to follow all safety procedures before placing or accepting a call, including the use of "hands free" equipment. When acceptance of a call is unavoidable, you are expected to keep the call short, use hands-free options if available refrain from discussion of complicated or emotional issues and keep your eyes on the road. If it is practical, you are encouraged to legally park somewhere to make or continue a telephone call while in your vehicle. Special care should be taken in situations where there is traffic, inclement weather or in situations where the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving and accepting of business calls, "hands free" equipment will be provided to facilitate the provisions of this policy. If your job responsibilities do not specifically include driving as an essential function, but you are issued a cell phone for business use, you are also expected to abide by the provisions above. Under no circumstances shall you place yourself at risk to fulfill business needs. Safety is a priority at all times and in all situations.

If you are charged with traffic violations resulting from the use of your phone while driving you will be solely responsible for all liabilities that result from such actions and you may be subject to disciplinary action.

- **Personal Phone Calls**

The Company discourages incoming and outgoing personal telephone calls. Please use discretion in making such personal telephone calls during working hours. If you must make outside phone calls, please keep them brief.

## **I. COMPANY VEHICLES**

Company vehicles are used only by authorized employees on Company business

### **1. Basic Policy**

**Driver's License** – Only Employees with valid driver's licenses and required driving record background clearances may drive Company vehicles. Driver's licenses are verified annually through each state's Department of Motor Vehicles. Although Company monitors employee driving records on an ongoing basis, employees should report changes immediately to the Company.

**Traffic Accidents** – If you are involved in an accident while operating Company-owned vehicles you should do the following:

- Report the accident to the branch office by phone as soon as possible
- Complete and submit an Accident Reporting Form to the branch office the day the accident occurs. Each vehicle has an "Accident Reporting Kit" containing report forms and instructions.
- Exchange insurance information with the parties involved. Do not exchange any other information including conclusions of fault.

Drug and alcohol testing may be required when you are involved in any work-related accident or injury. For further information about this Program consult the Drug and Alcohol Testing Policy.

### **ACKNOWLEDGMENT AND AGREEMENT**

This is to acknowledge that I have received a copy of the Pioneer Valley extracts Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with Pioneer Valley Extracts. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I also acknowledge that my employment with Pioneer Valley Extracts is not for a specified period and can be terminated at any time for any reason, with or without cause or notice, by me or by the Company. I acknowledge that nothing in this Employee Handbook and no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Owner that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that, except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the Owner of the Company. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment or a written employment agreement providing otherwise, terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Pioneer Valley Extracts concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that, with the exception of written employment agreements signed by the Owner; this agreement supersedes all prior agreements, understandings, and representations concerning my employment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name [printed







## **Restricting Access**

We understand that security is of the utmost importance in a marijuana related business. We have taken extensive measures to have professionally vetted policies, procedures and systems in place to provide comprehensive protection for physical plant, inventory and employees. As part of our Security Plan, all areas of our facility are restricted to employees and visitors who are over the age of 21.

All Visitors Shall report to office to sign in prior to entering any part of the facility.

Visitors must show documentation to prove they are 21 or older.

A badge shall be provided and worn by all visitors.

Visitors shall be provided PPE while entering restricted areas.

All visitors must be accompanied by a Pioneer Valley Extracts staff member at all times.

Visitors may only enter facility during normal business hours.



## **Financial Record Keeping**

## **Financial Recordkeeping**

The financial records of the company will be maintained in accordance with generally accepted accounting principles.

Financial records will be maintained on a cash basis using QuickBooks. All assets, liabilities, monetary transactions and sales records will be maintained with in QuickBooks online.

Financial Reporting:

Profit and Loss Statement

Balance Sheet

Accounts Payable

Accounts Receivable

Sales by Customer

Sales by Item

Inventory Tracking

Payroll Records



## **Record Keeping**

**The Following Records will be available for inspection by the Commission, upon request.**

- (1) PVX Standard Operating Procedures manual
- (2) Pioneer Valley Extracts Employee Handbook
- (3) Employee Records
- (4) Training Records
- (5) Hazardous Material Records
- (6) Seed-to-sale tracking records for all marijuana and marijuana products
- (8) Sales Records
- (9) Transport Manifests
- (10) Inventory
- (11) Waste Disposal Records

#### **PVX Standard Operating Procedures manual**

A hard copy of the PVX Standard Operating Procedures Manual will be kept in a binder in the office and be made available to all employees or upon inspection by the CCC. All employees shall be provided with their own copy of the SOP Manual.

#### **Pioneer Valley Extracts Employee Handbook**

A hard copy of the PVX Employee Handbook will be kept in a binder in the office and be made available to all employees or upon inspection by the CCC. All employees shall be provided with their own copy of the Employee Handbook..

#### **Employee Record Keeping**

The following Personal records shall be kept on site in a separate locked file designated for personal records only. These records shall be maintained for a minimum of 12 months after termination.

- (a) A Job descriptions for each employee , as well as organizational charts consistent with the job descriptions;

- (b) All materials submitted to the Commission pursuant to 935 CMR
- (c) Documentation of verification of references; The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- (d) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- (e) A copy of the application that the Marijuana Establishment submitted to the Commission on behalf of the employee
- (f) Documentation of periodic performance evaluations
- (g) A record of any disciplinary action taken.
- (h) Notice of completed responsible vendor and 8-hour related duty training.
- (i) A signed copy of the Pioneer Valley Extracts Employee Handbook
- (j) All background check reports obtained in accordance with 935 CMR 500.030;
- (k) A copy of signed completion of the Hazcom Training Manual
- (L) Wage History of the employee

### **Training Records**

Each department shall be responsible for maintaining the most recent training record for each affected employee for the duration of employment. The training record shall include:

- the training topics covered,
- the instructor's name,
- date of training
- the signature of each employee trained.
- One copy shall be placed in the employees file and one copy in a separate file designated training records and shall be filed by date
- These records shall be maintained for a minimum of 12 months after termination.

### **Hazardous Material Record Keeping**

Material safety data sheets will be maintained for a minimum of 30 years after the last use of the chemical. Material safety data sheets for chemicals still in use or storage shall be replaced by updated sheets when they become available. MSDS sheets shall be placed in all production areas in a binder designated MSDS Sheets.



A written or electronic inventory of each hazardous chemical shall be maintained within each department and updated at least annually. The inventory will include the chemical or product name, the amount present, and the work area(s) where it is used.

### **Seed-to-sale tracking records for all marijuana and marijuana products**

Records for seed to sale tracking will be kept both electronically using the Metrc System and by hard copy. The following information shall be kept in each batch file.

- A file shall be started when raw material is received in for processing, this file shall be designated using the batch # and the date received,
- The lab report for the raw material shall stay in this file
- Any production notes for the processing of the batch shall stay in this file
- The purchase order showing the origin of the feed stock as well as the cultivators name address, license #, quantity and plant strain.
- Final post processing quantity of oil extracted from batch
- Products produced from batch, showing type, strain ,quantity, potency
- Final product tests of batch
- Sales orders for sale of products from batch. One copy of the sales order shall be placed in this batch file and one copy shall be placed in customer file.

### **Sales Records**

Sales will be recorded in Quickbooks. An invoice and sales order will be produced for each sale. The record of sales by Product, Customer, Day, Month , Year will be available in report format upon request,

### **Transport Manifests**

All transport manifests shall be placed in a file , the file shall be designated by date, a copy of the completed signed manifests for that day shall be stored in this file. The manifests shall be kept for a minimum of one year.

## **Inventory Records**

The record of each inventory shall be conducted no less than once per month , with one final inventory each year.

- An inventory form shall be filled out and placed in the monthly inventory folder the form shall include the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the people performing the inventory.
- A Final comprehensive annual inventory shall be conducted a once per year after the date of the previous comprehensive inventory, this shall be filed with that years monthly inventory reports.

## **Waste Disposal Records**

- Form 3 A “Marijuana Waste Disposal Form” shall be filled out, this form shall be filed by date. The form includes, The names and signatures of the 2 PVX employees present, type and quantity of spent feed stock disposed of, facility disposed at, method of disposal. These records shall be kept for a minimum of 2 years.



## **Qualifications and Training**

**Per Massachusetts Cannabis Control Commission Regulation 935 CMR 500.105 Pioneer Valley Extracts will follow the state mandated Marijuana Establishment Agent Training. Guidelines as follows: (Once the Cannabis Control Commission Establishes One)**

*“Marijuana Establishments shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, **and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b)**. At a minimum, staff shall receive eight hours of on-going training annually. “*

**Responsible Vendor Training.**

- On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
- Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
- Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

**Pioneer Valley Extracts in House Training will consist of:**

1. Pioneer Valley Extract Standard Operating Procedure Training
2. Hazcom Training (attached)
3. Process Procedures Training (attached)
4. Review of Pioneer Valley Extracts Employee Handbook to include:
  - a. Confidentiality Policy
  - b. Drug and Alcohol Policy

The facility manager will be responsible for ensuring that initial and refresher training is performed as required in each department. Records of training conducted will be maintained by each department and be maintained for a period of 4 years.



# **Standard Operating Procedures Training**

## **Training Topics**

### **1. General Facility Information**

1A After Hours Contact

1B Management Contact Information

### **2. Security Plan Training**

2A Receiving Feed Stock

2B Processing Feed Stock

2C Completion of Processing

2D Product Diversion

2E Handling Cash

2F Transport

2G Facility Security Layout

### **3. Personal Safety Training**

3A Personal Protective Equipment (PPE)

3B Hazardous material Handling

### **4. Food Safety Training**

4A Hand Washing

4B Personal Hygiene

4C Work Surface, Equipment and Instrument Sanitization

## **5. Facility Maintenance and Cleanliness Training**

5A General Maintenance

5B Cleaning

## **6. Quality Control Procedures**

6A Phase 1 Testing

6B Phase 2 Testing

6C Phase 3 Testing

## **8. Disaster Plan Training**

## **9. Hazardous Communication Training**

## **10. Alcohol, smoke, and drug-free workplace policy Training**

## **11. Confidential information policy Training**

## **12. Process Procedures Training**

12A. Grinding and Packing Charges

12B. Operating Supercritical CO<sub>2</sub> Extraction Unit

12C. Gross Dewatering

12D. Final Dewatering

12E. Making Oil

## **1 General Facility Information**

### **1A After Hours Contacts**

- Normal Business Hours 8:00 am – 5:00 pm M-F
- First Contact Attempt Kristen Mara 413 233-7109
- Second attempt contact David Cichocki 860 250-7199

### **2A Management Contact Info**

- David Cichocki owner 860 250-7199
- Kristen Mara owner 413 233-7109

## **2 Security Plan Training**

This is the security Plan for Pioneer Valley Extracts located at 43 Ladd Ave Florence MA 01016.

We understand that security is of the utmost importance in a marijuana related business. We have taken extensive measures to have professionally vetted policies, procedures and systems in place to provide comprehensive protection for physical plant, inventory and employees. This plan addresses and meets the application requirements of the State of Massachusetts Marijuana Licensing program rules and regulations.

We have named David Cichocki (“Facility Security Agent”) for Pioneer Valley Extracts. The Security Agent will be responsible for administering the security plan and ensuring that all policies and procedures are followed in relation to the facility

We have named Kristen Mara (“Compliance Officer”) for Pioneer Valley Extracts. Kristen holds a law degree and is MA Bar certified. She has years of experience in compliance, working in the insurance industry. The compliance officer will ensure all policies and procedures are followed in order to meet the compliance requirements of the State of Massachusetts Marijuana Licensing program

Hours of Operation: 8:00 am – 5:00 pm Monday thru Friday

After Hours Contact will be Kristen Mara phone contact:

A copy of this security Plan will be made available to the Florence police Department



## **Inventory Control Training**

The purpose is to provide operating procedures for the tracking of inventory from the time Pioneer Valley Extracts (PVX) takes possession of raw material ( known as “Feed Stock) Through sale and delivery to a licensed dispensary. This SOP is designed to integrate with the state of Massachusetts Metrc System for “seed to sale tracking.” The storage area shall be a separate locked area. This area will be monitored by security cameras. The storage area will be climate controlled to maintain adequate temperature and humidity for storing marijuana products.

### **2A Receiving Feed Stock From Supplier**

At this point in processing the supplier assigned tracking number will remain as the tracking number for the feed stock, from inventory through processing to disposal.

- PVX will be supplied with a Purchase Order and shipping Manifest describing the feed stock, The description shall describe the strain of the feed stock , suppliers tracking number assigned to the feed stock, the weight of the material.
- Feed stock shall be weighed by a PVX representative to verify the weight
- PVX Form 1A “Feed Stock Acceptance” shall be filled out by PVX representative, One copy shall be retained by PVX one copy to be given to supplier. (see attached sample)
- Date of reception shall be affixed to feed stock package
- Feed stock shall be locked in designated secure storage area.
- All paperwork including Purchase order, Manifest, Feed Stock Acceptance shall be turned into office for upload into Metrc System.

### **2B Processing Feed Stock**

At this point feed stock will be removed from inventory to be used in the extraction process. This information will be updated in Metrc as required .A Batch Number will be assigned prior to the start of processing. This batch number will become the new tracking number for the finished extract product, original feed stock # will remain with feed stock through disposal.

- Only designated personal shall hold keys or combination to secure storage area.
- All products and feed stock will be properly stored in locked in designated secured area
- Only Designated personal will be allowed to remove product from secured storage area
- Form 4 A “Requisition from Storage” must be filled out when removing products from secured storage area.
- PVX Form 2 A “Batch # Assignment” shall be filled prior to start of processing. (see attached sample)
- Form 2A will be turned into office for upload into Metrc System.

## **2C Completion of Processing**

At this point we will now have a finished extract product with a batch number and spent feed stock with the original tracking number.

- Finished products will be locked in a safe located in the secure storage area.
- Spent feed stock shall be enclosed in sealed bags which contain original tracking number and stored in designated secure area.
- Form 3 A “Marijuana Waste Disposal Form” shall be filled out
- 2 PVX Employees must witness the disposal of the spent marijuana feed stock.
- Spent Feed Stock will be disposed of with a vendor certified to handle this type of material.

## **2D Product Diversion Training**

Unauthorized removal or diversion of any marijuana product from the facility is grounds for immediate termination and prosecution.

- Diversion of marijuana products from the PVX facility is a criminal offense and the person or persons responsible will be fully prosecuted to the extent of the law.
  - a. Termination procedures:
- All policies and procedure as written above shall be followed to prevent any act of diversion
- Only designated personal shall hold keys or combination to secure storage area.
- All products and feed stock will be properly stored in locked in designated secured area
- Only Designated personal will be allowed to remove product from secured storage area
- Form 4 A “Requisition from Storage” must be filled out when removing products from secured storage area.
- Storage area will be monitored by surveillance camera mounted inside storage area
- Storage area shall be kept locked at all times.
- Diverted marijuana, shall be reported to law enforcement officials and to the Cannabis control commission immediately

## **2E Handling Cash Training**

Pioneer Valley Extracts will conduct banking through century bank. The preferred method of payment is check or ACH. It is our goal to limit the amount of cash we handle

When cash is the only option the following procedures shall be followed:

- Cash shall be received in a secure location only. Either in the customers secure facility or at Pioneer Valley Extracts secure facility. The security at the facility must meet or exceed the state of Massachusetts requirements for cannabis facility security.
- Cash shall be counted in front of the customer to verify amount.
- Cash shall be placed in a non descript bag.
- When transporting cash, cash shall be placed in secure lockbox in vehicle
- Do not leave vehicle unattended when transporting cash
- Cash shall be deposited to the bank on a daily basis
- No cash shall be left in a vehicle or at the facility overnight.
- Any Cash on Hand shall be locked in safe located in secure storage area

## 2F Transporting Training

Finished product shall be sold wholesale only and transported between licensed Marijuana facilities only.

- Deliveries must be made by 2 PVX Employees one to remain with the vehicle at all times.
- A purchase order shall be generated for the order.
- A manifest shall be generated for the order.
- According to regulation the manifest will be emailed to the designated facility prior to delivery. Upon arrival at the destination the PVx agent shall compare our manifest produced to the copy That was emailed to the destination.
- The manifest shall be filled out in triplicate, with the original manifest remaining with the PVX office, second copy provide to the destination Facility and the third copy to be kept with the PVX transporting agent during transport and turned into the office when delivery completed
- The order shall be packaged in a plain container and sealed.
- Order shall be locked in the designated vehicle for delivery.
- Delivery shall go directly to the designated delivery location, on a pre determined route
- Stopping along the way is prohibited
- Vehicle shall be fueled prior to any deliveries not during.
- The Manifest shall remain with the order at all times.
- The PVx agent transporting must carry his or her Marijuana Agent registration card at all times when transporting marijuana products,
- If pulled over by law enforcement show your Marijuana Agent registration card as well as your drivers license.
- Prior to, and immediately after leaving the PVx facility a cell phone test shall be conducted by calling the office to ensure it is working
- During transport the transporting employee shall contact the office when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
- During transport the PVx office shall monitor the delivery vehicle via GPS unit installed in vehicle.

### MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any Medical Marijuana. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction. If the person transporting Medical Marijuana has not yet received his or her occupational license number, put "Pending" in the appropriate field.

|   |   |   |                 |
|---|---|---|-----------------|
| <b>Manifest # :</b>   | 000000104   | <b>Date Completed:</b>                                | 03/06/2014      |
| <b>License # of Originating Entity:</b>   | 432-MMC3  | <b>For MED Use Only</b>                               |                 |
| <b>Name of Originating Entity:</b>  | MMC CO LLC  |   |                 |
| <b>Address of Originating Entity:</b>   | 455 Sherman Street<br>Suite 390<br>Denver, CO 80203                         |   |                 |
| <b>Phone # of Originating Entity:</b>   |   |   |                 |
| <b>Phone # MED Can Call with Questions:</b>   |   | 999999999   |                 |
| <b>DESTINATION:</b>   | MMC CO LLC  | <b>Destination Phone #:</b>                           |                 |
| <b>Stop Number on Route:</b>  | 1   | <b>Destination License Number:</b>                    | 403-MBAC1       |
| <b>Address of Destination:</b>  | 455 Sherman Street<br>Suite 390<br>Denver, CO 80203                         | <b>Date and Approximate Time of Departure:</b>        | 3/5/14 12:54 PM |
|   |   | <b>Date and Approximate Time of Arrival:</b>          | 3/5/14 12:54 PM |
| <b>Route to Be Traveled :</b>   | xxxx  |   |                 |
|   | (Notes: details for extending circumstances (e.g., road detour, fire, etc.) |   |                 |
| <b>Item Description</b>   | <b>Package Id</b>   | <b>Weight/Quantity</b>                                |                 |
| Buds  | ABCDEF012345670000010311  | 1.0000  |                 |
| <b>PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above)</b>   |   |   |                 |
| <b>Name of Person Receiving or Rejecting Product:</b>   |   |   |                 |
| I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment. |   |   |                 |
| <b>Signature:</b>   |   | <b>Date:</b>  |                 |
| <b>Signature of individual taking receipt of rejected portion of this shipment:</b>   |   |   |                 |
| <b>Name of Person Transporting:</b>   | X   | <b>Occupational License # of Person Transporting:</b> | x00086          |
| <b>Signature of Person Transporting:</b>  |   |   |                 |
| <b>Make, Model, License Plate #:</b>  | xxx xxx xxx   |   |                 |

## 2G Facility Security Training

The facility security system has been designed to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion. The "Facility Security Agent" will be responsible for inspecting and testing the security system every 30 days. Alarm system equipment will be located in the utility closet and remain locked at all times. Only the "Facility Security Agent" shall have access to this area.

Third party monitoring will be provided under contract by :  
DCRM Solutions of Princeton MA ( 978) 464-2494

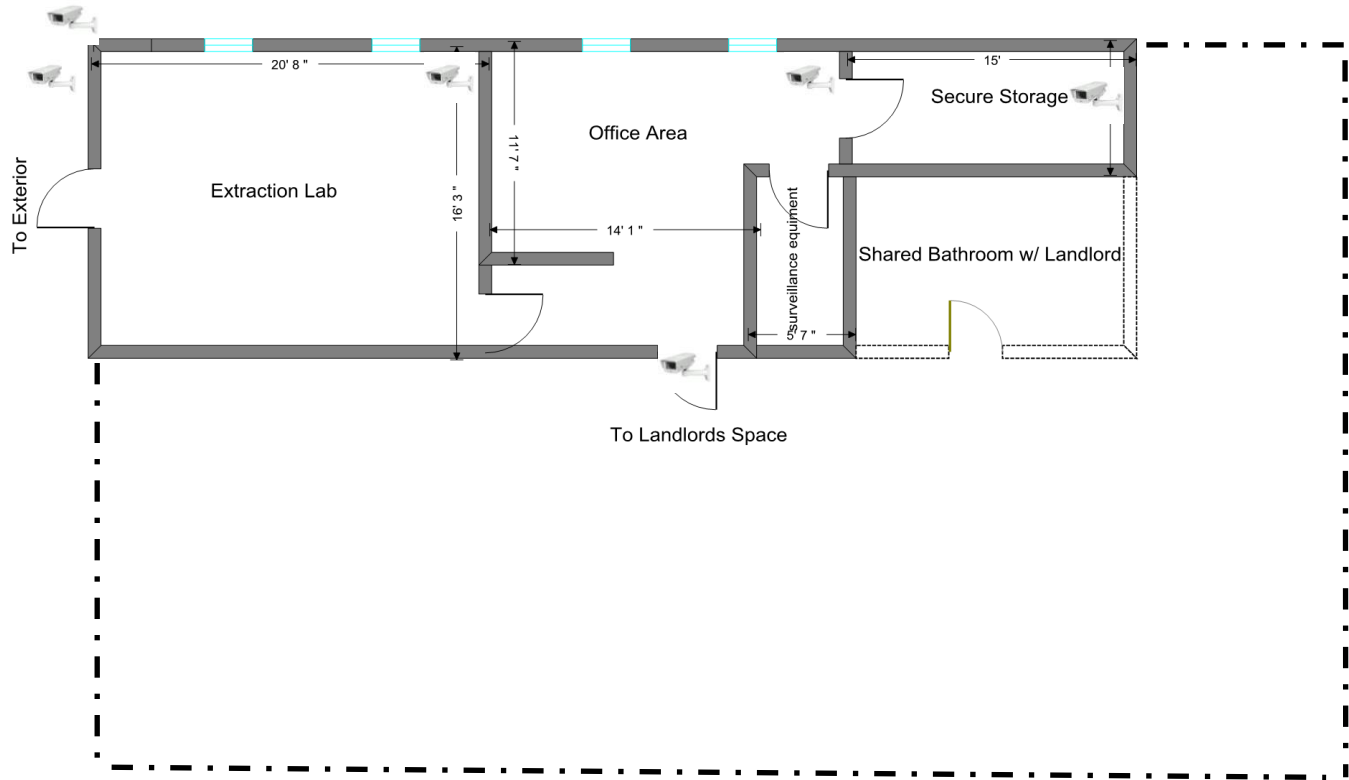
### Description of Alarm / Surveillance System

- A perimeter alarm on all building entry and exit points and perimeter windows, i

There are (2) Entry Doors and (4) Windows, and a secure storage closet.

- A failure notification system will be installed that will provide notification to the “ Facility Security Agent” within five (5) minutes after failure, the notification will be sent via cell phone, email and text message;
- A panic alarm will be installed and connected to Florence Police department
  - a. Employee shall press at the first sign of intrusion
- Video cameras will be installed in all areas that contain marijuana, at all points of entry and exit and in the parking lot which The cameras will be directed at all safes, vaults, and areas where marijuana is processed, prepared, stored, handled or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting areas.
- Twenty-four hour recordings from all video cameras will be made available for immediate viewing by the Commission upon request and will be retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
- The system will have the ability to immediately produce a clear, color still photo.
- A date and time stamp will be embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
- The system will have battery backup so as to remain operational during a power outage
- A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.
- All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.
- In addition to the requirements listed in 935 CMR 500.110(E)(1) and (2), the Marijuana Establishment shall have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system, or shall demonstrate to the Commission’s satisfaction alternate safeguards to ensure continuous operation of a security system.

Security System Site Plan Layout



## Pioneer Valley Extracts

### Extraction Lab Floor Plan

43 Ladd Ave. Florence MA 01062

### **3. Personal Safety Training**

The Purpose is to ensure employee safety as well as product safety.

#### **3A Personal Protective Equipment (PPE)**

- To be worn at all times when in Lab
- The following safety equipment shall be worn:
  1. Safety Glasses
  2. Clean Lab Coat
  3. Disposable Latex Gloves
  4. Hair Net
  5. Face Mask
  6. Heat Resistant Gloves

#### **3B Hazardous material Handling**

- Refer to Hazard Communication Program for additional Information
- All Flammable or Combustible materials shall be stored in a locked certified flammable liquids cabinet.
- All non flammable materials but materials that may be considered hazardous shall be kept locked in a labeled chemical resistant storage cabinet.
- All cleaning supplies and solutions shall be kept out of the production area in a separate locked closet.



## **4. Food Safety Training**

This SOP was written to provide procedures for compliance with Food Safety Standards and Good Manufacturer Practices. The purpose is to eliminate contamination from debris and microbial contamination.

### **4A Hand Washing**

- All hand sinks in bathrooms and kitchens must be labeled with a sign.
- Washing hands at dishwashing, mop or food sinks is not allowed.
- Handwashing steps are:  
 use water as hot as you can stand, soap hands and lower forearms,  
 scrub for 20 seconds, rinse dry with paper towel or hot air dryer  
 use paper towel or other barrier to turn off faucet handles.  
 Hand sanitizers can be used after washing hands. Hand sanitizers may not be used to replace washing hands.
- All employees must wash hands:  
 at beginning of shift,  
 after using toilet,  
 after coughing, sneezing, using tissue, eating, drinking or using tobacco,  
 between touching raw food and ready-to-eat food,  
 between glove changes,  
 after handling dirty dishes,  
 after touching hair or any body part except clean hands and arms,  
 during food preparation as often as necessary to prevent cross contamination,  
 or  
 after doing other activities that contaminate the hands, such as handling trash or chemicals.

### **4B Personal Hygiene**

- wash and dry your hands thoroughly before handling food, and wash and dry them again frequently during work
- dry your hands with a clean towel, disposable paper towel or under an air dryer
- never smoke, chew gum, spit, change a baby's nappy or eat in a food handling or food storage area
- never cough or sneeze over food, or where food is being prepared or stored
- wear clean protective clothing, such a lab coat
- keep your spare clothes and other personal items (including mobile phones) away from where food is stored and prepared
- tie back or cover long hair

- keep fingernails short so they are easy to clean, and don't wear nail polish because it can chip into the food
- avoid wearing jewellery, or only wear plain-banded rings and sleeper earrings
- completely cover all cuts and wounds with a wound strip or bandage (brightly coloured waterproof bandages are recommended)
- wear disposable gloves over the top of the wound strip if you have wounds on your hands
- change disposable gloves regularly
- advise your supervisor if you feel unwell, and don't handle products

#### **4C Prep Surface and Instrument and Equipment Sanitizing**

- To be done at the beginning of each production
- Solution used shall be a 70% isopropyl alcohol solution 30% distilled water solution.
- Solution shall be applied using a spray Bottle
- Spray all work surfaces, Instruments and equipment with solution wiping and drying with disposable paper towels.
- Let air dry

### **5. Facility Maintenance and Cleanliness Training**

It is our expectation that the facility be maintained according to GMP standard. The purpose is to eliminate contamination from debris and microbial contamination.

#### **5A General Maintenance**

- Walls shall be kept in a well maintained manner, repaint as necessary to eliminate stains or chips
- Lighting shall be maintained so all fixtures are at full light capacity
- Keep floor surfaces in a well maintained manner, repaint as necessary to eliminate stains or chips.
- Ceilings shall be kept in a well maintained manner, replace ceiling tiles as necessary.

## **5B Cleaning**

- The facility shall be thoroughly cleaned on a weekly basis.
- Cleaning Steps:
  1. Sweep pick and vacuum large debris
  2. Vacuum air intake and exhaust vents
  3. Vacuum ceiling areas to eliminate dust and debris.
  4. Wipe down all sills ,door frames , base boards with soapy detergent
  5. Clean floors and walls with a soapy detergent
  6. Clean work Tables with a soapy detergent using a disposable cloth .
  7. Rinse areas just cleaned with clean water.
  8. Wipe work tables down with 70% isopropyl 30% distilled water solution.

## **6. Quality Control Procedures Training**

The purpose is maintain quality throughout the manufacturing process. This is a 3 Phase process. All testing to be done by certified 3<sup>rd</sup> party testing. The Metrc number as well as the PVX assigned batch number shall be used to identify samples.

### **6A QC Phase 1 Testing**

- Prior to processing a sample of the feed stock shall be sent to a 3<sup>rd</sup> party testing facility. This test shall include testing for pesticides and cannabinoid profile.
- Sample shall be a minimum of 1 gram. of feed stock material package according to test facility instructions
- If feed stock is found to contain pesticides the following procedures shall be followed:
  1. Immediately notify supplier
  2. Document according to regulations

### **6B Phase 2 Testing**

- To be done after extraction.
- Sample shall be a minimum of 1 gram.
- This test will test for cannabinoid profile, pesticides, heavy metals, residual solvents
- Package according to test facility instructions.

### **6C Phase 3 Testing**

- This test is to test the final product. It will test the cannabinoid profile, micro biologicals and
- Test results shall be uploaded to the Metrc system
- Test results will also be down loaded to the PVX website with the PVX batch number as identifier.

**8. Disaster Plan Training**

**Emergency Response Plan**

**Date Prepared:**   5   /   1   / 2018

**Facility Name:** Pioneer Valley extracts

**Facility Address:** 43 Ladd Ave Florence MA

**Emergency Personnel Names and Phone Numbers**

EMERGENCY COORDINATOR:

Name: David Cichocki Phone: (860 250-7199)

AREA/FLOOR MONITORS (If applicable):

Area/Floor:   1   Name:   TBD   Phone: (   TBD   )

ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name:   TBD   Phone: (   TBD   )

Name:   TBD   Phone: (   TBD   )

## EMERGENCY PHONE NUMBERS

**FIRE DEPARTMENT:** Dial **9-1-1**      Routine non-emergency 413 587-1032

**PARAMEDICS:**      Dial **9-1-1**

**AMBULANCE:**      Dial **9-1-1**

**POLICE:**      Dial **9-1-1**      Routine non- emergency 413 587-1100

## UTILITY COMPANY EMERGENCY CONTACTS

ELECTRIC: National Grid 1 800 322-3223

WATER: Northampton Public Works 413 -587-1570

GAS : Columbia Gas 1 800 688-6160

**Nearest Hospital: Cooley Dickinson Hospital**

**30 Locust St Northampton MA**

**413 582-2000**

## **EMERGENCY REPORTING AND EVACUATION PROCEDURES**

### **Types of emergencies that may be encountered:**

- MEDICAL
- FIRE
- SEVERE WEATHER
- CHEMICAL SPILL
- EXTENDED POWER LOSS
- ACTS OF VIOLENCE

### **Evacuation**

#### **In Case of Fire**

1. Know the location of fire extinguishers, fire exits, and alarm systems in your work area and know how to use them.
2. If a minor fire appears controllable, use fire extinguisher to suppress.
3. If a fire appears uncontrollable immediately evacuate building.
4. Smoke is the greatest danger in a fire, so stay near the floor where the air will be less toxic.
5. Call **9-1-1** once safely outside building.
6. Once outside, move to a clear area at least 500 feet away from the affected building. Keep streets, fire lanes, hydrants and walkways clear for emergency vehicles and crews.

## **SERIOUS GAS LEAK**

Cease all operations. DO NOT SWITCH ON LIGHTS OR ANY ELECTRICAL EQUIPMENT. Electrical arcing can trigger an explosion. Immediately evacuate Building and then call **9-1-1**

### **Routes**

- Evacuation route maps have been posted in each work area.

The following information is marked on evacuation maps:

1. Emergency exits
2. Primary and secondary evacuation routes
3. Locations of fire extinguishers
4. Assembly Points

- Site personnel should know at least two evacuation routes.

### **Sheltering**

Typically used during times of “Natural Emergencies” such as Tornadoes or Severe Weather

- If a Tornado warning is broadcast continue to monitor and follow directions
- If it is broadcast to immediately seek shelter do so immediately
- Seek shelter in the strongest part of the building away from windows.
- Continue to monitor broadcast do not leave building until the all clear is given.

### **Shelter- In –Place**

A tanker truck crashes on a nearby highway releasing a chemical cloud. A large column of black smoke billows into the air from a fire in a nearby manufacturing plant. If, as part of this event, an explosion, or act of terrorism has occurred, public emergency officials may order people in the vicinity to “shelter-in-place.”



- Close and Move away from doors and windows
- Shut off all ventilation systems
- Monitor broadcast systems and follow instructions
- Do not leave building until the all clear has been given.

## Lockdown

An act of violence in the workplace could occur without warning.

1. Go to the nearest room or office
2. Close and lock the door if available
3. Turn off the lights
4. Seek protective cover
5. Keep quiet and act as if no one is in the room
6. Do not answer the door
7. Notify 911 if it is safe to do so, providing the dispatcher with the following information:
  - a. Your name
  - b. Your location (be as specific as possible)
  - c. Number of shooters (if known)
  - d. IDENTIFICATION OR DESCRIPTION OF Intruders
  - e. Number of persons who may be involved
  - f. Injuries if known
8. Wait for police to assist you out of the building

This type of incident is unpredictable, and your immediate response depends on the situation you face

.

## Medical Emergency Plan

**If a medical emergency is reported, dial 9-1-1 and request an ambulance.**

Provide the following information:

- Number and location of victim(s)
- Nature of injury or illness

- Hazards involved
- Nearest entrance (emergency access point)

Alert trained employees (members of the medical response team) to respond to the victim's location and bring a first aid kit or AED

### **Procedures**

- Only trained responders should provide first aid assistance.
- Do not move the victim unless the victim's location is unsafe.
- Control access to the scene.
- Take "universal precautions" to prevent contact with body fluids and exposure to bloodborne pathogens.
- Meet the ambulance at the nearest entrance or emergency access point; direct them to victim(s).

**First aid kits are located in all production areas and office.**

## TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

| Name           | Title | Responsibility                     | Date   |
|----------------|-------|------------------------------------|--------|
| David Cichocki | owner | Evacuation and systems maintenance | 5/1/18 |
| Kristen Mara   | owner | Evacuation and record keeping      | 5/1/18 |
|                |       |                                    |        |
|                |       |                                    |        |
|                |       |                                    |        |
|                |       |                                    |        |
|                |       |                                    |        |
|                |       |                                    |        |
|                |       |                                    |        |

## **Hazard Communication Program Training**

### **Policy**

Pioneer Valley Extracts has established a written hazard communication program to ensure that employees with exposure or potential exposure to hazardous chemicals are provided with appropriate health and safety information. The written hazard communication program applies to all areas where employees are exposed to hazardous chemicals during their work or in a foreseeable emergency.

Supervisors or managers of storage areas where the containers remain sealed are responsible only for maintaining and making available the material safety data sheets for the hazardous chemicals stored, not removing or defacing the container labels, and for the information and training requirements of this program to the extent necessary to protect employees in the event of a spill or leak.

Laboratories covered under a written chemical hygiene plan need only comply with the requirements for maintaining container labels, the requirements for providing labels and material safety data sheets when transporting or shipping hazardous chemicals outside the laboratory, and the requirement to maintain material safety data sheets that are received with shipments of hazardous chemicals.

For the purposes of this program, hazardous chemical shall mean any chemical that is a physical or health hazard as defined in the standard, including mixtures and gases.

### **Hazard Determination**

PVX will rely on material safety data sheets from suppliers to meet hazard determination requirements. It is strongly encouraged, however, that employees seek out additional sources of safety and health information rather than rely solely on material safety data sheets.

### **Labeling**

The need for adequate labeling extends far beyond the immediate requirements of the individual user, since the individual user may not be present in case of fire or explosion when containers are broken or spilled. The individual user may not be around years later when the containers have deteriorated or otherwise lost their value. Therefore, do not use wax pencil markings, abbreviations, formulas only, code names, or numbers. All labeling will be in conformance with Massachusetts Right-to-Know legislation and the following:

- The immediate supervisor for each work area or unit will be responsible for ensuring that all containers received or shipped are properly labeled.

- Labels on incoming containers of hazardous chemicals may not be removed or defaced unless the container is immediately marked with all of the required information.
- The labels on all containers will include:
  - the identity of the hazardous chemical(s); and
  - appropriate hazard warnings or combination of words, pictures, and symbols that provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards. The hazard warnings and information must also be in accordance with the labeling requirements of any substance-specific standards applicable to the chemical.
- Supervisors will be responsible for ensuring that all portable containers used in their work areas are labeled with identity and hazard warning unless the chemical is used by the person who made the transfer and is present only during the shift the transfer was made.

### **Material Safety Data Sheets**

- Each department will designate where the Material Safety Data Sheets for all hazardous chemicals to which various employees may be exposed will be kept and ensure that they are systematically organized and that each affected employee knows how to access them.
- Supervisors will be responsible for properly displaying the required MIOSHA Right To Know poster and postings for notifying employees of new or revised Material Safety Data Sheets in their areas.

### **Employee Information and Training**

The facility manager will be responsible for ensuring that initial and refresher training is performed as required in each department. Records of training conducted will be maintained by each department.

Employees who work in an area where there is exposure to hazardous chemicals during use or in foreseeable emergencies will receive hazard communication training at the time of initial assignment and whenever a new physical or health hazard for which they have not been trained is introduced into their work area. Information and training may be designed to cover categories of hazards or specific chemicals. Employees must be informed of:

- the training requirements of the hazard communication standard;
- any operations in their work area where hazardous chemicals are present; and

- the location and availability of this written hazard communication program, including the required hazardous chemical inventory and material safety data sheets required by this program.

Employee training shall include at least all of the following:

- Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (for example: odor, appearance, monitoring devices, etc).
- The physical and health hazards of the chemicals in the work area.
- The measures employees can take to protect themselves from these hazards, including specific procedures the employer has implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
- The details of the hazard communication program developed by PVX, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

### **Recordkeeping**

Each department shall be responsible for maintaining the most recent training record for each affected employee for the duration of employment. The training record shall include the training topics covered, the instructor's name, date of training and the signature of each employee trained.

Material safety data sheets will be maintained for a minimum of 30 years after the last use of the chemical. Material safety data sheets for chemicals still in use or storage shall be replaced by updated sheets when they become available.

A written or electronic inventory of each hazardous chemical shall be maintained within each department and updated at least annually. The inventory will include the chemical or product name, the amount present, and the work area(s) where it is used.

### **Non-routine Tasks**

Prior to beginning any non-routine task involving actual or potential exposure to hazardous chemicals, employees will be informed of the hazards present and be given training in appropriate work practices and the use of any personal protective equipment necessary. Required personal protective equipment will be provided to the employee before starting the task. Hand protection will be selected on the basis of MSDS recommendations, the physical environment, and the manufacturer or vendor's chemical resistance and permeation data when it is available. The employee's supervisor, the area supervisor, or Environmental Health and

Safety will be responsible for the selection of personal protective equipment and clothing and for training related to non-routine tasks.

A non-routine task is one that the employee does not normally perform and for which the employee has not previously been trained. An example of a non-routine task would be when a custodian is asked to clean chemical residue from a floor or remove spill debris after a chemical spill in a laboratory. In this example the laboratory supervisor would have primary responsibility for selection of personal protective equipment and training.

### **Outside Contractors and Vendors**

The manager of the department responsible for soliciting the services of an outside contractor or vendor shall be responsible for ensuring compliance with the requirements of this section if the contractor's employees may be exposed to chemical hazards while working at The PVX facility.

The outside contractor or vendor shall be informed of the following:

- How material safety data sheets will be made available for each hazardous chemical their employees may be exposed to while working.
- Any precautionary measures that need to be taken to protect employees under normal operating conditions and in foreseeable emergencies.
- The type of labeling used in the work area.

The Hazard Communication Plan requires containers to be properly labeled and Material Safety Data Sheets to be maintained in an organized collection and available at all times to employees in each work area. It also requires each employee to be trained in the interpretation of Material Safety Data Sheets, the protective measures to be taken, the symptoms of exposure, and other information related to the substances they use. Each person who supervises employees exposed to substances regulated by the MIOSHA Hazard Communication Standard must be familiar with this Hazard Communication Plan and comply with its requirements.

### **Labeling Requirements for Hazardous Chemicals**

1. The MIOSHA hazard communication standard requires labels on all original containers received from the manufacturer or vendor to have the following information:
  - a. Product identifier (chemical or product name)

- b. Signal word ("danger" or "warning" – "Danger" is used for the more severe hazards, while "warning" is used for the less severe hazards)
- c. Hazard statement(s) (a statement assigned to a hazard class and category that describes the nature of the hazard(s))
- d. Pictograms(s)
- e. Precautionary statement(s), and
- f. Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

These labels may not be removed or defaced while the substance is in the workplace. If part or all of the information on the label becomes illegible, a new label with the same information must be created and affixed to the container.

It is recommended that containers be dated on receipt and working containers be dated when filled or topped off. This helps prevent the expiration of older stock and assists in disposal decisions.

2. Secondary container labels (portable containers, spray bottles, sample bottles, flasks, etc., containing the original substance, working solutions, or mixtures) must have the following information:

- a. Either the items listed in 1), above, or:
- b. The hazardous chemical name(s) [the names must be the same as those used on the original container and the SDS] and a written description or GHS pictograms showing the hazard(s) present. Mixtures and solutions must include the names and concentrations of all components in the container, for example, 10% Clorox Bleach in water or 5 molar hydrochloric acid.

Secondary container labels must be legible and durable so that the information cannot be easily washed off or stained. If part or all of the information on the label becomes illegible, a new label with the same information must be created and affixed to the container.

Example label in accordance with 2) b), above:

10% Clorox Bleach in water

Causes mild skin irritation and serious eye irritation



## Compressed Gases

Compressed gas cylinders, either empty or full, shall be used, handled, and stored in accordance with the following:

- Compressed gases cylinders must be stored in a vertical position and may not be stored in hallways, stairwells, receiving areas, or locations where they are subject to damage.
- A chain, bracket, clamp, or other restraining device shall be used at all times to prevent cylinders from falling.
- Acetylene or liquefied gas cylinders shall not be placed on their sides, but shall be stood valve-end up.
- A cylinder, whether empty or full, shall not be used as a roller or as a support.
- A cylinder, whether empty or full, in storage or during shipment, shall have the valve closed and cap connected in place, if a cap is provided in the design, or the valve shall be otherwise protected.
- Cylinders shall be marked with either the chemical or trade name. Marking shall be by stenciling, stamping, or labeling and shall not be tampered with or be readily removable. If the labeling is unclear or defaced, return the cylinder or obtain a new label from the supplier. Unlabeled cylinders shall not be used.
- Empty cylinders shall be marked “empty” or “MT” at time of depletion.
- Cylinders of oxidizers such as oxygen shall be stored at least 20 feet from fuel gas cylinders or a highly combustible material such as, but not limited to, oil, grease, flammable gas or a source of ignition, or be separated from the material by a noncombustible wall, not less than five feet high, having a fire resistance rating of one hour. All cylinders shall be stored away from heat in excess of 125 degrees Fahrenheit.
- Where different gases are stored, they shall be grouped by types. Groupings shall separate the flammable gases from the oxidizing gases.
- Storage shall be set up to ensure “first-in, first-out” usage.
- A cylinder storage area shall be posted with the names of the individual gases stocked, and a warning posted against tampering by an unauthorized employee. An assigned storage area shall be located where a cylinder will not be knocked over or struck by a passing or falling object.
- A storage area for cylinders shall be well ventilated. A cylinder shall not be stored in basements or pits except where appropriate ventilation is furnished to keep the area purged of any accumulation of gases.

- Cylinders shall be transported in an upright position and securely fastened by a restraining device to the truck or handcart. Approved handcarts are to be used when transporting cylinders within a building.
- When transported, the regulator must be removed and the protective cap replaced.
- A cylinder shall not be dropped, dragged, rolled on its side, or struck violently.
- A cylinder shall be lifted only by enclosed platforms when using a crane or hoisting device. Electromagnets, ropes, or slings shall not be used.
- When transporting cylinders in an elevator, other passengers should not be allowed to occupy the elevator.
- Use cylinders in an upright position and secure them firmly with chains or clamps.
- Do not use a cylinder of compressed gas without reducing the pressure through a regulator attached to the cylinder valve.
- Use regulators and pressure gauges only with gas for which they were designed and intended. Do not use adapters or modify connectors to circumvent this rule.
- Make sure the threads on a regulator or union correspond with those on the cylinder valve outlet. Do not force mismatched connections.
- Never use oil or grease on valves or attachments for oxygen cylinders. Avoid handling oxygen cylinders and apparatus with oily hands, gloves, or clothing.
- Open cylinder valves slowly with valve outlet directed away from personnel. Close the main cylinder valve as soon as it is no longer necessary to have it open.
- Gases shall not be mixed within a cylinder except by the supplier.
- A cylinder shall not be placed where it will become a part of the electrical circuit by accidental grounding or where it may be burned by electric welding arc. A cylinder shall not be placed so that hot slag or flame will reach it or it shall be protected by a fire resistant shield. An electrode shall not be tapped against a cylinder to strike an arc.
- A frozen or ice-clogged valve shall be thawed either by warm air or use of warm water and dried before using. Boiling water or a flame shall not be used. Force shall not be applied to a valve or cap to loosen a cylinder frozen in place.
- A cylinder without fixed hand wheels shall have keys, handles, or non-adjustable wrenches on valve stems while in service. A multiple cylinder installation shall require only one key or handle for each manifold. A hammer shall not be used to open a cylinder valve or loosen a cap.

- A leaking cylinder or a cylinder with a valve stuck open or a valve in need of repair shall be taken outdoors —if it is safe to do so—away from sources of ignition, slowly emptied, tagged with a warning sign, and the manufacturer or distributor notified. Complete removal of the stem from the cylinder valve shall be avoided.
- Nothing shall be placed on top of a cylinder that would damage a safety device or interfere with the quick closing of the valve.
- Return empty cylinders to the vendor as soon as possible.

## Flammable Liquids

Storage of flammable liquids in buildings shall be limited to that required for Extraction and post processing and to the following restrictions:

- Containers of Class IA liquids shall not exceed one pint capacity for glass containers, one gallon capacity for metal, or two gallons capacity for safety cans.
- Containers of Class IB liquids shall not exceed one quart capacity for glass containers, one gallon capacity for metal, or two gallons capacity for safety cans.
- Containers of Class IC liquids shall not exceed one gallon capacity for glass containers, one gallon capacity for metal, or two gallons capacity for safety cans.
- Containers of combustible liquids shall not exceed one gallon capacity for glass containers or five gallons capacity for metal containers and safety cans.
- Not more than ten gallons (or 25 gallons in safety cans) of Class I and combustible liquids combined shall be stored in a single fire area outside of a UL-listed or FM-approved storage cabinet or an inside flammable liquids storage area.
- Definitions: Class IA flammable liquid—a liquid having a flash point below 73 F (22.8 C) and having a boiling point below 100 F (37.7 C). Class IB flammable liquid—a liquid having a flash point below 73 F (22.8 C) and having a boiling point at or above 100 F (37.7 C). Class IC flammable liquid—a liquid having a flash point at or above 73 F (22.8 C) and below 100 F (37.7 C). Combustible liquid—a liquid having a flash point at or above 100 F.

\_\_\_\_\_  
Trainer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

I acknowledge I have received Hazcom Training

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## **10. Alcohol, smoke, and drug-free workplace policy**

*This information is also found in the Pioneer Valley Extracts Employee Handbook*

### **Smoking**

- Pioneer Valley Extracts is a smoke free work place.
- Smoking is not permitted anywhere on the grounds or in the facility

### **Alcohol and Drug Policy**

Pioneer Valley Extracts has a zero tolerance policy on the consumption of drugs or alcohol

***Refer to Employee Handbook***

## **11. Confidential information policy**

*This information is also found in the Pioneer Valley Extracts Employee Handbook*

Information about Pioneer Valley Extracts, its Employees, customers, suppliers, and vendors is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Owner.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express permission of the Owner. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Company's operations, procedures, or practices. Confidential information may not be removed from Company premises without express authorization.

Confidential information obtained during or through employment with the Company may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of the Company's confidentiality policies.

## Process Procedures Training

***Please note the following information is highly confidential. Refer to confidentiality in section 11 of this document and in the Pioneer Valley Employee handbook***

### Training for Grinding and Packing Charges

#### Materials and Equipment:

##### General

- Destemmed cannabis
- Food processor
- Women's Knee-high stockings (socks)
- Laboratory balance
- Container (for holding filled charges)
- Container (for holding ground material)

##### Safety

- Nitrile or Latex gloves
- Respirator or dust mask

##### Procedure

1. Take tare weight of both containers and write on the side of each container
2. Load destemmed cannabis into food processor until 2/3 full
3. Close processor and engage safety interlock
  - a. Note machine will not engage until correctly oriented
4. Push pulse button until material is ground until consistency of cornmeal
5. Disengage lock and open the processor
6. Carefully transfer ground material into ground material container
7. Repeat steps 2-6 until all material is ground
8. Get final mass of the container with material and subtract tare weight from measured mass
  - a. Log this number into process datasheet as material mass
9. Make test sock to determine desired material in charges
  - a. Weight of this charge represents all charges in this process
  - b. Record this weight in process datasheet
10. Measure out this weight with ground material, funnel into charges and seal filled charges
11. Final sock is a partial load to finish off remaining ground material. Designate this sock as separate, record weight, and set aside
12. Record mass of all charges  $[(\# \text{ of charges} \times \text{charge mass}) + \text{mass of short charge}]$

13. Label container with ID number of biomass, date created, and weight of each charge

**Safety**

- Grinding and packing produces particulate matter in the air. Only grind in a well ventilated and wear correct protection (respirator or dust mask)



## 12B. Operating Supercritical CO<sub>2</sub> Extraction Unit Training

### Materials and Equipment

#### General

- Pre-chiller
- Heating Coils (x2)
- Tank Heater
- Compressor
- Floor Balance
- Haskel pump
- Packed Charges
- CO<sub>2</sub> Extractor
- CO<sub>2</sub> Tanks
- Water bath

#### Safety

- Nitrile/Latex gloves
- Temperature resistant gloves
- CO<sub>2</sub> sensor

#### Procedure

1. Ensure the following are turned on and functioning properly:
  - a. Pre-chillers – (Maximum output)
  - b. Initial and final heater controls (~80°C, ~120°C)
  - c. Heaters on CO<sub>2</sub> tank (Maximum output)
  - d. Pump (~80 psig)
  - e. Compressor
  - f. Ground Scale
  - g. CO<sub>2</sub> Sensor
2. Ensure collection vessel is empty
3. Place warm CO<sub>2</sub> tank on floor balance
4. Remove tank cap
5. Attach CO<sub>2</sub> feed line to valve on tank
6. Ensure all valves on extraction unit are closed
7. Open CO<sub>2</sub> valve and get tare weight from floor balance
8. Calculate desired differential in CO<sub>2</sub>
  - a. This value changes with desired product
9. Pack charges into vessels
  - a. Tighten fully, then unscrew ¼ turn
10. Pass CO<sub>2</sub> through chillers and into initial extraction vessel
  - a. Open pump valve and extraction vessel inlet valve
  - b. Maintain pressure at desired psig (varies with desired product) through continuous feedback regulation
  - c. Close pump valve when CO<sub>2</sub> is at desired mass as determined in step 8

11. When fully solvated, discharge from the extraction vessel into collection vessel
12. When pressure is down to ~0 psig, close discharge valve and open vent valve
13. Open extraction vessel and remove compost (used charge)
14. Repeat steps 5-8 for extraction vessels 2 and 3
15. Remove collection vessel and degas after  $x$  total charges ( $x$  varies with desired product)
  - a. Attach clean collection vessel to contain CO<sub>2</sub> gases
  - b. Cap filled collection vessel with degas adaptor
  - c. Vent to outside at elevated temperatures (below 75°C) and atmospheric pressure in heated water bath
16. Refill empty extraction vessels with packed charges while other vessels are solvating

### Safety

- CO<sub>2</sub> monitor is set to alarm at 1000ppm CO<sub>2</sub>
  - If at any point during processing the alarm goes off, check monitor to determine level
  - Proceed as following for the following levels
    - 1000 ppm: alarm goes off. This is still a safe zone; check for system leaks, tighten fittings, and ensure valves are in the correct configuration
    - 1300 ppm: increase room ventilation. Look for source of leak.
    - 1600 ppm: turn off CO<sub>2</sub> cylinder and pump. Look for source of leak.
    - 1900+ ppm: Shut down operations. Close CO<sub>2</sub> valve and turn off pump. Further increase ventilation and clear room until levels are deemed safe (Note: alarm will stop sounding at safe levels. Have engineering team inspect equipment to determine cause of excess atmospheric CO<sub>2</sub>. Do not operate machine until verified safe and issue is resolved
- Note CO<sub>2</sub> extraction machine will be operating at elevated temperatures. May cause burns.
- Note CO<sub>2</sub> separation vessel may be cold and will build frost. May cause frostbite.

### 12C. Gross Dewatering

#### Materials and Equipment:

##### General

- CO<sub>2</sub> processed cannabis crude
- Water bath
- Glass collection jars
- Laboratory balance
- Spatula
- Heat gun

### Safety

- Nitrile or Latex gloves
- Heat gloves

## Procedure

1. Set water bath to 60 degC
2. Make sure that the crude is not in the neck of the jar. If it is, open the jar and wipe down the threads and seal to remove any crude. Heat the top of the jar with a heat gun so that all of the material falls/drips down further into the jar. Allow the jar to cool to the touch before continuing with the next step.
3. Put jar of CO2 processed cannabis in water bath making sure that the water line is above the fill line on the jar
4. Let the jar sit in the water bath until a clear/horizontal separation has occurred.
5. Remove the jar from the water bath and allow it to sit and cool until the extract layer is fully solidified.
6. Open the jar and insert a flat tool (lab spoon or spatula) between the jar wall and the extract and push the extract aside to provide a clear path for the water to escape.
7. Drain the water.

## Safety

- Caution, hot surfaces

## 12D. Final Dewatering

### Materials and Equipment

#### General

- Hot water bath
- Chiller
- Vacuum pump
- Jars of extract that have been gross dewatered
- Rotary evaporator with bath filled with water or safflower oil
- Evaporative flask
- Laboratory balance
- Flask stand/holder
- Flashlight

## Safety

- Nitrile/Latex gloves
- Temperature resistant gloves
- Safety glasses
- Long pants
- Enclosed shoes

## Procedure

1. Turn on the chiller (set point should be below 0 degC).
2. Heat a water bath to 60 degC
3. Place jars of gross dewatered extract into the water bath until the extract is melted.
4. Take a tare weight of the evaporative flask.

5. Remove the jar(s) from the water bath and dry them with a towel
6. Pour desired amount of the molten extract into the evaporative flask.
7. Record the weight of extract used.
8.
  - a. Note: do not fill the flask more than ½ full. There must be room to allow for mixing and exposure to the vacuum in the flask.
9. Grease the flask nipple and attach the flask to the rotavap making sure that the connection is secure.
10. Turn on the main power to the rotavap and very carefully lower the flask into the water or oil.
11. Turn on the bath and set it to 70degC.
12. Start rotation on the flask (slowly at first and then speed up as needed to agitate the extract)
  - b. NOTE: at certain speeds the rotation causes the bath liquid to make “waves” and slosh. When the liquid is hot, this is dangerous, so do not overfill the bath and pay attention to the bath liquid level and movement.
13. Once the bath is at 70degC turn on the vacuum pump and carefully lower the pressure to cause the water to evaporate from the crude.
  - c. NOTE: GO SLOWLY! If you reduce pressure too quickly the crude will “bump”. This happens when water is trapped in the thicker crude and the pressure differential is too great. The water will then vaporize from under the surface of the crude and send a splash of crude into condenser and the water collection flask
14. At 100mbar, hold pressure until there is little to no condensation in the condenser.
15. Start slowly lowering the pressure again until the vacuum will no longer reduce and there is no liquid dripping into the catch flask for at least 30 seconds.

## 12E. Making Oil

### Materials and Equipment

#### General

- Rotary Evaporator (RotoVap)
- Vacuum Pump
- Chiller
- Centrifuge
- Laboratory balance
- Centrifuge tubes
- Mason jars
- Harvested material (from CO<sub>2</sub> collection vessel)
- Spatulas (silicone)
- Ethanol
- Evaporative flasks
- Collection flasks
- Flask stands (cork)

- Vacuum grease

### Safety

- Nitrile or Latex gloves
- Temperature resistant gloves

### Procedure

1. Turn on hot water bath to 60°C, chiller to -4°C, and vacuum pump
2. Combine a measured amount of extract with 190 proof ethanol at a 1:4 ratio by weight in mason jar, cap, and heat in a 60°C water bath until mixture is single phase
3. Remove mason jar from heat
4. Transfer contents to clean centrifuge tubes
  - a. Make sure all centrifuge tubes are same weight +/- 1 gram
5. Cool material in centrifuge tubes
6. Place in centrifuge ensuring caps are tight
7. Centrifuge at 3800 RPM for 10 minutes or until clear separation has occurred
8. Decant top layer into evaporative flask
9. Continue steps 3-7 until all material in mason jar has been centrifuged and decanted
10. Grease both the male adaptor on rotary evaporator and female connection on flask
11. Ensure RotoVap arm is raised
12. Connect flask to rotary evaporator and ensure neck will not slip by using bracket on ridges in neck of flask
13. Gently lower flask into hot water ensuring flask has ½" clearance from the bottom of the water bath
14. Start spinning flask
15. Allow material in flask to reach temperature equilibrium with water bath
16. Turn on vacuum controller on RotoVap and begin creating vacuum
17. Slowly reduce vacuum to vaporize ethanol
  - a. Bring pressure down as low as possible
  - b. Ensure not to bring pressure down too quickly or material will bump (rapidly bubble and splatter into condenser
18. Process is complete when flask is at minimum pressure and no drips have occurred for 10 minutes
19. Tare a clean mason jar and write weight on side
20. Stop rotation
21. Support flask by neck, lift up, and remove flask
22. Wipe down neck of evaporative flask with clean paper towel
23. Dry off outside of flask
24. Pour flask contents into mason jar and weigh
  - a. Product weight is final weight – tare weight
25. Label jar with weight of product, OLCC tag number, and date created
  - a. Enter this information into the process datasheet

**Safety:**

- Water is at elevated temperature and may cause burning.
- Ethanol is flammable and ethanol vapors are heavier than air. No open flames
- Chiller is cold and can cause frostbite
- Flask can slip and splash hot water if not supported



# Employee Handbook

## Table of Contents

|  |   |
|--|---|
| I. INTRODUCTION.....                           | 1 |
| A. WELCOME STATEMENT.....                      | 1 |
| B. DESCRIPTION OF HANDBOOK.....                | 1 |
| II. EMPLOYMENT RELATIONSHIP .....              | 3 |
| A. EMPLOYMENT AT WILL.....                     | 3 |
| B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER ..... | 3 |
| III. COMMENCING EMPLOYMENT .....               | 5 |
| A. BACKGROUND CHECKS .....                     | 5 |
| B. IMMIGRATION COMPLIANCE .....                | 5 |
| C. HIRING RELATIVES .....                      | 5 |
| D. EMPLOYMENT STATUS.....                      | 6 |
| 1. Full-Time Nonexempt Employees .....         | 6 |
| 2. Part-Time Nonexempt Employees .....         | 6 |

|  |                                    |
|--|------------------------------------|
| 3. Temporary Employees .....                                 | 6                                  |
| 4. Exempt Employees .....                                    | 6                                  |
| E. INTRODUCTORY PERIOD .....                                 | 6                                  |
| F. JOB DUTIES .....  | 7                                  |
| IV. PAYROLL.....   | 7                                  |
| A. OVERTIME.....   | 7                                  |
| B. PAYMENT OF WAGES .....                                    | 7                                  |
| C. WAGE DEDUCTION POLICY.....                                | 7                                  |
| D. SALARY PAY POLICY .....                                   | 8                                  |
| V. PERSONNEL .....   | 8                                  |
| A. OPEN-DOOR POLICY .....                                    | 8                                  |
| B. UNLAWFUL DISCRIMINATION AND HARASSMENT .....              | 8                                  |
| 1. Sexual Harassment Defined .....                           | 8                                  |
| 2. Other Types of Harassment .....                           | 9                                  |
| 3. Complaint Procedure .....                                 | 10                                 |
| 4. Liability for Harassment and Discrimination.....          | 11                                 |
| C. PROHIBITED CONDUCT .....                                  | 11                                 |
| D. CONDUCT & EMPLOYMENT OUTSIDE WORK.....                    | 13                                 |
| E. INVESTIGATIONS OF CURRENT EMPLOYEES.....                  | 13                                 |
| F. CONFIDENTIALITY .....                                     | 13                                 |
| VI. USL OF BLOOMFIELD CT LLC DBA U.S. LAWNS - 548 FACILITIES | <b>ERROR! BOOKMARK NOT DEFINED</b> |
| A. POLICIES AGAINST WORKPLACE VIOLENCE .....                 | 14                                 |
| 1. Statement of Policy .....                                 | 14                                 |
| 2. Definitions.....  | 14                                 |



|   |    |
|---|----|
| 3. Enforcement .....  | 15 |
| B. OPERATION OF VEHICLES .....                                  | 16 |
| C. EMPLOYEE PROPERTY .....                                      | 16 |
| D. VISITORS.....  | 16 |
| E. SECURITY .....   | 17 |
| F. SOLICITATION & DISTRIBUTION OF LITERATURE.....               | 17 |
| G. EMPLOYEE PARKING .....                                       | 17 |
| H. BULLETIN BOARDS .....  | 18 |
| I. HOUSEKEEPING .....   | 18 |
| J. SMOKING POLICY.....  | 18 |
| K. HEALTH & SAFETY .....  | 18 |
| L. POLICY REGARDING VIOLENT CRIME .....                         | 20 |
| 1. Statement of Policy .....                                    | 20 |
| 2. Guidelines for Protecting Employee and Customer Safety ..... | 21 |
| VII. BENEFITS.....  | 21 |
| 1. General Provisions.....                                      | 21 |
| 2. Family & Medical Leaves .....                                | 21 |
| 3. Military Leave (Active and Reserve Service) .....            | 23 |
| VIII. TERMINATION.....  | 23 |
| A. VOLUNTARY TERMINATIONS .....                                 | 23 |
| B. INVOLUNTARY TERMINATIONS .....                               | 23 |
| C. REDUCTIONS IN FORCE .....                                    | 24 |
| IX. SUPPLEMENTAL HANDBOOK POLICIES .....                        | 24 |
| A. WORK HOURS .....   | 24 |

|   |    |
|---|----|
| B. MEAL PERIODS.....                        | 24 |
| C. REST PERIODS.....                        | 24 |
| D. TIME AND PAY .....                       | 24 |
| E. PUNCTUALITY AND ABSENCE .....            | 25 |
| F. WORKERS' COMENSATION BENEFITS.....       | 25 |
| G. DRESS CODE .....                         | 25 |
| H. USE OF TECHNOLOGY AND THE INTERNET ..... | 26 |
| 1. Acceptable Uses.....                     | 26 |
| 2. Unacceptable Uses.....                   | 27 |
| 3. Access to Information .....              | 27 |
| 4. Copyrighted Materials .....              | 28 |
| 5. Confidential Information .....           | 28 |
| 6. Security of Information .....            | 29 |
| 7. Software Policy .....                    | 29 |
| 8. Your Responsibilities .....              | 29 |
| J. CELLULAR TELEPHONES .....                | 30 |
| K. COMPANY VEHICLES.....                    | 31 |

Acknowledgment & Agreement

## I. INTRODUCTION

### A. WELCOME STATEMENT

Congratulations and thank you for accepting Pioneer Valley Extract's offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help Pioneer Valley Extracts LLC succeed. We expect and depend upon you and each Employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the PVX team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our Employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

## **Pioneer Valley Extracts**

### B. description of handbook

None of the Company's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. No Manager has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the Owner has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the Owner.

Not all Pioneer Valley Extracts policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask the Owner.

## II. EMPLOYMENT RELATIONSHIP

### A. EMPLOYMENT AT WILL

While we hope that your employment will prove mutually satisfactory, please understand that continued employment cannot be guaranteed for any Employee. Employment at the Company is employment at will. This means that you are free to leave your employment at any time, with or without cause or notice, and the Company retains the same right to terminate your employment at any time, with or without cause or notice. This policy of at-will employment may be changed only by a written employment agreement signed by the Owner that expressly changes the policy of at-will employment. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

### B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Pioneer Valley Extracts is equal employment opportunity employers and strive to comply with all applicable laws prohibiting discrimination based on race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, and any other basis protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct. In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Owner and request an accommodation.

You must report every instance of unlawful discrimination or harassment to the Owner regardless of whether you or someone else is the subject of the discrimination. Detailed reports, including names, descriptions, and actual events or statements made, will greatly enhance the Company's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the Company will conduct an investigation. The Company prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any supervisor or

employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct that violates Company policy has occurred, the Company will take disciplinary action, up to and including termination of employment, against those engaged in the misconduct. The Company will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action (s) the Company takes to resolve and remedy the situation.

### III. COMMENCING EMPLOYMENT

#### A. BACKGROUND CHECKS

Due to the nature of the cannabis business, The Company will due a full background check of an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the Company. The Company will review an applicant's or an Employee's credit report and criminal background, if any. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the job applicant or Employee with any required notices and forms. Consistent with these practices, job applicants or Employees will be asked to sign certain authorization and release forms. Consistent with legal requirements, the Company reserves the right to require job applicants or Employees to sign the forms as requested as a condition of employment.

#### B. IMMIGRATION COMPLIANCE

Pioneer Valley Extracts will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

If you have any questions or need more information on immigration law issues, please contact the your Manager.

#### C. HIRING RELATIVES

A familial relationship among Employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

If two Employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company will attempt to identify other available positions, and the Employees will have 30 days to decide which individual will remain in his/her current position. If no alternate position is available, the Employees will have 30 days to decide which Employee will remain with the Company. If this decision is not made in the time allowed, the Company will make the decision.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

## **D. EMPLOYMENT STATUS**

Employees at Pioneer Valley Extracts are classified as full-time nonexempt, part-time nonexempt, temporary, or exempt.

### **1. Full-Time Nonexempt Employees**

Full-time nonexempt Employees are those who are normally scheduled to work and who do work a schedule of 40 or more hours per week.

### **2. Part-Time Nonexempt Employees**

Part-time nonexempt Employees are those who are scheduled to and do work less than 40 hours per week. Part-time nonexempt Employees may be assigned a work schedule in advance or may work on an as-needed basis.

### **3. Temporary Employees**

Temporary Employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of three months or less. Temporary Employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

### **4. Exempt Employees**

Exempt Employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales Employees are overtime exempt. The Owner will inform you if your status is exempt.

## **E. INTRODUCTORY PERIOD**

The first 90 days of continuous employment at Pioneer Valley Extracts will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with the Owner and fellow Employees, and familiarize yourself with the Company in general. We refer to this initial period of employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.



## F. JOB DUTIES

As part of your initial orientation, you will learn the various duties and responsibilities of your job. The Company maintains certain expectations and standards applicable to your job position. The Manager should review these with you.

It is expected that Employees will perform additional duties and assume additional responsibilities as needed by the Manager for the efficient operation of the Company.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

## IV. PAYROLL

### A. OVERTIME

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. The Manager must authorize all overtime work in writing in advance. Working overtime without prior authorization may result in disciplinary action. Nonexempt Employees will be paid time and one-half compensation for all hours worked in excess of 40 hours in one workweek and as otherwise required by state and federal law. Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Employees.

### B. PAYMENT OF WAGES

Paydays are communicated by management. If a regular payday falls on a holiday, Employees will be paid on the preceding workday.

If there is an error in your check, you must report it immediately to your Supervisor. Please do not go directly to HR. No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

### C. wage deduction policy

The Company prohibits improper wage deductions pursuant to the Fair Labor Standards Act ("FLSA"). If an employee believes his or her wages have been subject to an improper deduction, the employee MUST report it immediately to his or her manager and the President. If the employee is uncomfortable reporting the improper deduction to his or her manager, the employee still must report the improper deduction to the President.

After conducting a prompt investigation into the complaint, The Company will inform the employee of the resolution. If an improper deduction has been made, The Company will correct the error, or see that the error is corrected, by reimbursing the

employee promptly for the improper deduction. The Company is committed to the fair payment of wages to all employees consistent with the requirements promulgated by the FLSA. In the event of an improper deduction, The Company will, in addition to reimbursing the employee, review whether counseling and/or discipline of the manager/staff responsible for the improper deduction is warranted to ensure future compliance with FLSA regulations.

#### D. SALARY PAY POLICY

Exempt Employees will be paid a salary in accordance with applicable law. Although exempt Employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt Employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt Employee's salary may be reduced. Please contact the Owner for more information.

### V. PERSONNEL

#### A. OPEN-DOOR POLICY

Pioneer Valley Extracts recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with the Owner. Please feel free to contact the Owner with any suggestions and/or complaints.

While the Company provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Pioneer Valley Extracts believes that open communication is essential to a successful work environment. All employees should always feel free to raise issues of concern without fear of reprisal.

#### B. UNLAWFUL DISCRIMINATION and HARASSMENT

In accordance with applicable law, Pioneer Valley Extracts prohibits unlawful discrimination or harassment because of sex, race, color, national origin, ancestry, religion, physical or mental disability, veteran status, marital status, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other basis protected by federal, state, or local law. Any such harassment may violate the law and will not be tolerated.

##### 1. Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment;

or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, the Owner, or harassment by persons doing business with or for the Company.

## 2. Other Types of Harassment

Prohibited harassment on the basis of race, color, national origin, pregnancy, gender, ancestry, religion, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;

- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

### 3. Complaint Procedure

Pioneer Valley Extracts complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, discrimination and retaliation, appropriate disciplinary action against one found to have engaged in prohibited harassment, discrimination or retaliation and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been discriminated against or harassed on the job, or if you are aware of the harassment of others, you must provide a written or verbal complaint to the Owner, as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by the Company for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, the Company will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation. Any instance of perceived retaliation must be reported through the same channels.

All incidents of prohibited harassment that are reported will be investigated. The Company will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The company will treat complaints as confidentially as circumstances permit. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If the Company determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment.

If a complaint of prohibited harassment is found to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the Employee who complained.

#### 4. Liability for Harassment and Discrimination

Any Employee of Pioneer Valley Extracts whether a coworker or Manager, who is found to have engaged in prohibited harassment or discrimination is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited discrimination and harassment, including any supervisor, who knew about the discrimination or harassment but took no action to stop it, may be held personally liable for monetary damages. Any supervisor who knew about harassment and took no action to stop it or failed to report the harassment to the Owner may also be subject to discipline up to and including discharge. The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

#### C. PROHIBITED CONDUCT

In order to assure orderly operations and provide the best possible work environment, Pioneer Valley Extracts expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment:

1. Falsification of employment records, employment information, or other records.
2. Recording the work time of another Employee, allowing any other Employee to record your work time, or allowing falsification of any time card, whether your own or another Employee's.
3. Theft or damage of any Company property or the property of any Employee or customer.
4. Removing or borrowing Company property without prior authorization.
5. Unauthorized use of Company equipment, time, materials, or facilities.
6. Working with alcohol or illegal substances in your system.
7. Possessing, distributing, selling, transferring, using, or having alcohol or illegal drugs in your system while in the workplace.
8. Provoking or participating in a fight or fighting during working hours or on premises owned or occupied by the Company.
9. Provoking or participating in horseplay or practical jokes on the Company's time or on premises owned or occupied by the Company.

10. Possession of firearms or any other dangerous weapons, at any time, on premises owned or occupied by the Company.
11. Engaging in illegal conduct, which is detrimental to the reputation of the Company, whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by the Company.
13. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any Manager or member of management, the use of abusive or threatening language toward any Manager or member of management, or refusal to fully disclose information in the course of Company investigations.
14. Being disrespectful or using profane or abusive language at any time during working hours or while on premises owned or occupied by the Company.
15. Failing to personally notify the Management when unable to report to work.
16. Unreported absence of three consecutive scheduled workdays.
17. Failing to obtain permission from your immediate supervisor to leave work for any reason during normal working hours.
18. Failing to observe working schedules, including rest and lunch periods.
19. Sleeping or malingering on the job.
20. Making or accepting for improper purposes personal telephone calls during working hours.
21. Working overtime without authorization or refusing to work assigned overtime.
22. Violating any safety, health, or security policy, rule, or procedure of the Company.
23. Committing a fraudulent act, dishonest act, breach of trust, or violating the duty of loyalty to the Company in any circumstances.
24. Failing to maintain confidential or proprietary information or Company trade secrets or engaging in direct competition with the Company.

Although employment may be terminated at will by either the Employee or the Company at any time, without following any formal system of discipline or warning, the Company may exercise its discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline

may be taken in connection with a particular Employee, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the Company's policy of employment at will. Either you or the Company may terminate the employment relationship at any time for any reason, with or without cause or without notice.

#### D. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, the Company does not seek to interfere with Employees' off-duty activities. However, the Company will not tolerate off-duty conduct that impacts negatively on the Company, either in terms of an Employee's individual work performance or the business interests of the Company, including its reputation. Also, the Company prohibits outside employment (including self-employment) that conflicts with employment at Pioneer Valley Extracts, impacts the Employee's work performance or schedule, and/or affects the business interests of the Company. Employees must contact the Owner and receive written approval prior to engaging in any outside employment.

#### E. INVESTIGATIONS OF CURRENT EMPLOYEES

The Company may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the Company's lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

#### F. CONFIDENTIALITY

Information about Pioneer Valley Extracts, its Employees, customers, suppliers, and vendors is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Owner.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express permission of the Owner. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers;

inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Company's operations, procedures, or practices. Confidential information may not be removed from Company premises without express authorization.

Confidential information obtained during or through employment with the Company may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of the Company's confidentiality policies.

## Pioneer Valley Extracts

### G. POLICIES AGAINST WORKPLACE VIOLENCE

#### 1. Statement of Policy

The costs of workplace violence can be great, both in human and financial terms. Therefore, the Company has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the Company or that occur on Company property or in the conduct of Company business off Company property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, Pioneer Valley Extracts personnel, contract workers, temporary employees, and anyone else on Pioneer Valley extracts property or conducting Company business off Company property. Violations of this policy, by any individual, may lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Pioneer Valley Extracts into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

#### 2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more Pioneer Valley Extracts Employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an



incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve Employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Company property or another Employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

### 3. Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by an Employee, a judgment will be made by the Company as to what actions are appropriate with respect to that Employee, including potential medical evaluation and/or disciplinary action up to and including discharge.

**Important Note:** Pioneer Valley Extracts will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence

has occurred. No provision of this policy alters the at-will nature of employment at Pioneer Valley Extracts

## H. OPERATION OF VEHICLES

Employees driving on Company business--whether in a Company-owned or leased vehicle, a rented vehicle, an Employee's own vehicle, or any other vehicle--are not permitted to engage in unauthorized activity or travel. The use of Company-owned or leased vehicles and rental of vehicles for Company business are limited to authorized Employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All Employees authorized to drive Company-owned or Company-leased vehicles to rent vehicles for use in conducting Company business, must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. In the event that the license status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that Employee may be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits.

Certain Employees may drive their own personal vehicles while conducting Company business. These Employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on Company business. The Company will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe these policies while driving on Company business, even if operating their own vehicles or other vehicles not owned, leased, or rented by the Company.

## I. EMPLOYEE PROPERTY

Employees should not bring valuables to work. If you decide to do so, all valuables should be kept in a secure location. The Company assumes no responsibility for the loss, theft, or damage of Employees' personal property.

## J. VISITORS

Employees may have an occasional visit from a friend or relative provided advance approval is obtained from the Owner. Any visit must be arranged to minimize disruption of work. Generally, friends and relatives should be asked not to visit Employees during

working hours, Anyone under 21 are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives, and customers are not permitted in areas restricted to Employees only, unless authorized by management.

## K. SECURITY

Employees should be alert at all times and should immediately report the presence of any suspicious persons to their Manager, to the Owner, or to security personnel. Employees should also maintain in their possession at all times their keys, security passes, and identification badge(s). These items may not be lent to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have that information.

## L. SOLICITATION & DISTRIBUTION OF LITERATURE

The Company has established rules, applicable to all Employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All Employees are expected to comply strictly with these rules.

1. No Employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or Employees at whom the activity is directed;
2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and
3. Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on Company property.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for the Company.

## M. EMPLOYEE PARKING

The Company provides Employees with parking on a first-come, first-served basis. You may park your vehicle in a no-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, customers, vehicles belonging to the Company, and others. The Company will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on Company property.

## N. BULLETIN BOARDS

Bulletin boards are reserved for the exclusive use of the Company for posting work-related notices or notices posted pursuant to local, state, and federal law. From time to time, special notices and information for Employees will be posted by the Company on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

## O. HOUSEKEEPING

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the break room, locker room, or restroom.

## P. SMOKING POLICY

Employees, customers, vendors, and other guests are not allowed to smoke in Company facilities at any time. Smoking is not allowed in customer areas, Company vehicles, or in restrooms or other areas per mandated regulations.

## Q. HEALTH & SAFETY

The health and safety of Employees and others on Company property are of critical concern to Pioneer Valley Extracts. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your Supervisor *immediately*, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of the Owner *immediately*.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact the HR for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to the Employee's Manager as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, the Owner will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

## 1. Safety Rules

It is a company objective to provide a safe and satisfying work environment. Your safety and the safety of your fellow workers require that you make safety a first consideration in doing your work. This means that each one of us must:

- Actively participate in safety meetings
- Report all injuries or accidents immediately to supervisors – no matter how minor!
- Wear proper safety equipment.
- Never perform a job that is unsafe
- Notify Supervisors or the Branch Safety Officer immediately of any unsafe conditions.

### LEARN AND OBEY ALL SAFETY RULES POSTED .

The **CODE OF SAFE PRACTICE** is considered to be a guideline when insuring the safety of yourself and your crew. When hired, every employee should read, understand and commit to these practices.

- This Business prohibits the unlawful distribution, dispensation, possession or use of drugs, alcohol, or other controlled substances on its property, while conducting company business or operating company owned or leased vehicles. Employees testing positive for drugs, alcohol, or other controlled substances will be disciplined in accordance with the Company's Drug & Alcohol Testing Policy.
- All injuries or incidents, no matter how slight, must be reported to your owner/manager **IMMEDIATELY. NO EXCEPTIONS.**
- Report all unsafe conditions to your owner/manager.
- Think before you act. Follow instructions, don't take chances, and ask if you do not know.
- Good housekeeping will be maintained at all times.
- Lab Coats, Safety Glasses and appropriate gloves are to be worn at all times while working in extraction lab.
- Follow all safety procedures as written in the processing standard operating procedures

- All personnel traveling in a motor vehicle shall be seated in an interior portion of the vehicle and shall wear seatbelts while the vehicle is in motion. **NO** personnel may be transported in the bed of the vehicle at any time
- Don't engage in horseplay. Avoid distracting others.
- Use proper lifting techniques. Lift with the back straight and legs bent. Get help if the load is too heavy or awkward. Never lift more than you can safely carry (maximum 60 lbs.). Use mechanical aids whenever available.
- An employee must have a valid driver's license in order to operate company vehicles on or off the job site.
- Potentially dangerous conditions are to be properly barricaded and warning tape and/or signs shall be used.
- Always wear the proper personal protective equipment (PPE).
- When assisting a fellow employee whose injury results in bleeding, employees should protect themselves against exposure to bloodborne pathogens by wearing latex or vinyl gloves and observing universal precautions.
- Comply with all business, customer, and governmental safety rules, signs, and work procedures.
- In case of an emergency dial 911.

Every employer must provide a safe and healthful working environment. Equally as important, every employee must comply with the employer's supervision, safety and health standards and procedures. The employer and employee can be in violation of the law if they fail to do so.

## R. POLICY REGARDING VIOLENT CRIME

### 1. Statement of Policy

Pioneer Valley Extracts recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential for commission of a violent crime in the workplace may threaten the safety of Employees as well as customers. Therefore, due to the Company's concern for the safety of its Employees and customers, it is the Company's policy to provide guidelines to Employees about the signs of incipient violence and steps to take to prevent or ameliorate violence.

## 2. Guidelines for Protecting Employee and Customer Safety

Prevention is the threshold measure to protect Employee and customer safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police.

In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of customers and other Employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, Employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, et cetera in hope of later identification.

Once the incident is over, you should remain where you are--do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

## VI. BENEFITS

### LEAVES OF ABSENCE

#### 1. General Provisions

Pioneer Valley Extracts may grant a leave of absence in certain circumstances. You should notify the Owner in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with the Owner during your leave, and giving prompt notice if there is any change in your return date.

#### 2. Family & Medical Leaves

##### Family and Medical Leave Act Policy

Eligible employees may take up to 12 workweeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a 12-month period for specified family and medical reasons.

##### Employee Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company; and
2. Have worked at least 1,250 hours for the Company over the preceding 12 months

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly born child or placement of a child with the employee for adoption or foster care;
2. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or
3. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

### **Duration of Leave**

Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12- month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

You may take FMLA leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition. Intermittent leave is not permitted for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Company's operations.

### **Benefits during Leave**

Depending on the purpose of your leave request the Company will require you to use accrued paid leave, if available, concurrently with some or all of the FMLA leave. In addition, you will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of an FMLA leave.

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage under the plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of



health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for an employee and family.

### **Job Restoration**

Upon returning from FMLA leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **3. Military Leave (Active and Reserve Service)**

If eligible, leave without pay is provided to you when you enter the uniformed services, as defined by federal or state law. For example, the uniformed services include military services with the Armed Forces of the United States or the Armed Forces Reserves. You may be entitled to reemployment rights and retention of full seniority benefits for all prior service upon reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 and Florida law. You need to bring your military service orders to the Owner for review prior to commencement of the leave.

Temporary Employees may not be eligible for reinstatement following military leave, and reinstatement may not be required for other Employees in some circumstances. Contact the Owner for information pertinent to your situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## **VII. Termination**

### **A. VOLUNTARY TERMINATIONS**

If you decide to leave your employment with Pioneer Valley Extracts we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. You are required to return all property owned by the Company (e.g., vehicles, computers, keys, uniforms, identification badges, and credit cards) prior to your departure.

### **B. INVOLUNTARY TERMINATIONS**

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Company to the Owner prior to your departure.

## C. REDUCTIONS IN FORCE

While the Company hopes to continue growing and providing employment opportunities, business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that the Company determines to lay off any Employee or a number of Employees, the Company retains full discretion to select, which Employee(s) will be laid off. While Pioneer Valley Extracts retains full discretion, some of the relevant factors might include the Company's operational requirements and the skill, productivity, ability, and past performance of those involved.

## VIII. Supplemental Handbook policies

### A. work hours

Working hours are from 8:00 am – 5:00 pm Monday - Friday. Periodically a person may be asked to start work earlier or work later than usual due to special job conditions or requirements.

### B. meal periods

- staff have an unpaid meal. Usually one-hour, with start times varying between 11:00 a.m. and 1:00 p.m. depending on staffing levels and needs. No department or office should be left unattended during lunch breaks unless otherwise approved by a Manager.

### C. REST Periods

Where state law mandates, full-time non-exempt employees are provided with rest periods. Unless there are regularly scheduled rest period times, the time should be taken at your discretion and to the extent possible, during the middle of your work period at an appropriate location. Since this time is counted and paid as time worked, you must not be absent from your workstations beyond the time allotted for the rest period time.

### D. time and pay

Hourly employees are required to record and accurately allocate their time worked each day. Your Supervisor will inform you of the use of time clocks or timecards. At the end of the pay period, you must review and approve with your signature the times being submitted for pay. Some employees may be required to submit a timecard to their Supervisors for approval on a daily basis.

In the event of an error, it is important that you take your timecard to your Supervisor and have it corrected and initialed by you and your Supervisor. Corrections to timecards

should not be made by erasing or whiting out entries. Adjustments, if any, will be paid along with hours worked in the same pay period as management is made aware of the error.

The work week is Monday through Friday. Pay checks for the previous week's work are distributed each Friday. You may also have the option to have your pay directly deposited to your financial institution. If you are interested, contact your Office Manager/Administrator to obtain the Direct Deposit Authorization Form.

The company does not give advances in pay.

### E. punctuality and absence

Your regular attendance on the job is necessary for the Company to meet its commitments. If you are late or miss work, you make it difficult for your department to work effectively.

If you must be late or miss work, you must notify your Supervisor AND the office as early as possible so that your job can be covered . You should make every effort to speak with your Supervisor before leaving a message on his cell phone or at the office. Failure to notify your Supervisor or office may result in disciplinary action.

### Workers' compensation benefits

The Company complies with Federal and State regulations with regard to Workers' Compensation benefits. If you suffer an on-the-job injury or disease, you should **immediately** report it to your Supervisor. If you should suffer an on-the-job injury or disease you may be entitled to the following:

- Medical treatment with an employer-designated physician.
- Temporary disability indemnity payments for those periods of time in which you are unable to work due to the effects of the on-the-job injury or disease.
- Permanent disability indemnity, vocational rehabilitative services where appropriate and dependency benefits in cases of death.

For information about the benefits and claims administrator in your state, please contact your Office Manager/Administrator or the Corporate Insurance Department.

### F. dress code

The Company requires that your dress, grooming and personal hygiene be appropriate to the work situation. This policy provides a general overview of acceptable attire .

Managers and Supervisors have the right to prescribe reasonable standards of dress and appearance for all employees. Standards are established to assure the safety of all employees to maintain the appearance of neatness and cleanliness of all employees

and conduct the daily business of the Company. You are required to wear appropriate attire at all times whether at the office, representing the Company at an industry event, or in the field. You must be dressed in a neat and professional manner. You may not wear suggestive attire, athletic clothing, shorts, T-shirts or hats. You will not be permitted to enter Company buildings without shirts or shoes. If you do not meet the standards of this policy you may be sent home. Non-exempt employee will not be compensated for any work time missed due to a failure to comply with this policy. The Company may provide specific guidelines of acceptable attire.

## G. USE OF TECHNOLOGY AND THE INTERNET

The Company's technical resources--including desktop and portable computer systems, fax machines, Internet access, voice mail, and electronic mail (e-mail)--enable Employees quickly and efficiently to access and exchange information throughout the Company and around the world. When used properly, we believe these resources greatly enhance Employee productivity and knowledge. In many respects, these new tools are similar to other Company tools, such as stationery, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within the Company and within your responsibilities as an Employee.

This policy applies to all technical resources that are owned or leased by the Company, that are used on or accessed from Company premises, or that are used on Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet access, voice mail, and e-mail, whether or not the activities are conducted from Company premises.

**NOTE:** As you use the Company's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an Employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it may still be recoverable and may even remain on the system.

### 1. Acceptable Uses

The Company's technical resources are provided for the benefit of the Company and its customers, vendors, and suppliers. These resources are provided for use in the pursuit of Company business and are to be reviewed, monitored, and used only in that pursuit.

Employees are not permitted to use the Company's technical resources for non-work purposes. Accordingly, Employees have no right of privacy as to any information or file maintained in or on the Company's property or transmitted or stored through the Company's computer, voice mail, e-mail, or telephone systems.

## 2. Unacceptable Uses

The Company's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using Company resources.

Solicitation for any non-Company business or activities using Company resources is strictly prohibited. Your use of the Company's technical resources must not interfere with your productivity, the productivity of any other Employee, or the operation of the Company's technical resources.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technical resources using another Employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company, or improper use of information obtained by unauthorized means, is prohibited.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any Employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, as well as any other category protected by federal, state, or local laws. Any use of the Internet to harass or discriminate is unlawful and strictly prohibited by the Company. Violators will be subject to discipline, up to and including discharge.

The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

## 3. Access to Information

The Company asks you to keep in mind that when you are using the Company's computers you are creating Company documents using a Company asset. The Company respects the individual privacy of its Employees. However, that privacy does not extend to an Employee's work-related conduct or to the use of Company-provided technical resources or supplies.

Electronic information created and/or communicated by an Employee using Company tools, such as software, Internet access, voice mail, telephones, and e-mail, will generally not be monitored by the Company. Please keep in mind the following:

1. The Company monitors the performance, usage, and cost-effectiveness of its technical resources and periodically gathers information such as the number, frequency, time of day, and duration of calls or Internet site visits.
2. The Company may, in its discretion, review any Employee's electronic files and messages as well as the volume and content of usage.

Remember that your electronic communications and files are neither private nor confidential. They may be read by others within the Company and outside it without first obtaining your permission. If there is information that you do not want to be available to others, you should send that information in other ways.

#### 4. Copyrighted Materials

You should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your Manager.

#### 5. Confidential Information

E-mail and Internet/Web access are not entirely secure. Others outside the Company may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which company, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask your Manager or Management for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Employees should safeguard the Company's confidential information, as well as that of customers and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.**

## 6. Security of Information

Although you may have passwords to access computer, voice mail, and e-mail systems, these technical resources belong to the Company, are to be accessible at all times by the Company, and are subject to inspections by the Company with or without notice. The Company may override any applicable passwords or codes to inspect, investigate, or search an Employee's files and messages. All passwords must be made available to Management upon request. You should not provide a password to other Employees or to anyone outside the Company and should never access any technical resources using another Employee's password.

In order to facilitate the Company's access to information on its technical resources, you may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on Company systems without the express prior written permission from Management and your Manager. As part of this approval, Management will indicate a procedure for you to deposit any password, encryption key or code, or software with Management so that the encrypted or encoded information can be accessed in your absence.

## 7. Software Policy

If you want to install software on Company computers, you must contact Management and request to have the software installed. Employees are prohibited from installing any software on any Company technical resource without the express prior written permission from Management.

Involving Management ensures that the Company can manage the software on Company systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes the Company and the individual Employee to substantial fines and exposes the individual Employee to imprisonment. Therefore, Employees may not load personal software onto the Company's computer system and may not copy software from the Company for personal use.

## 8. Your Responsibilities

Each Employee is responsible for the content of all text, audio, or images that they place or send over the Company's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the Company may advise appropriate legal officials of any illegal violations.



## H. cellular telephones

This policy outlines the use of personal cell phones at work. The personal use of business cell phones and the safe use of cell phones by employees while driving.

- **Personal Cellular Phones**

While at work, you are expected to exercise the same discretion in using personal cellular phones as is expected for the use of Company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. You are asked to make personal calls on non-work time where possible and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

- **Company Provided Cellular Phones**

Where job or business needs demand immediate access to an employee the Company may issue a business cell phone to you for work-related communications. To protect you from incurring a tax liability for the personal use of this equipment, such phones are to be used for business reasons only. Company Provided Cellular Phones are not to be used to stream music or videos on company time or that incur extraordinary data utilization. Data use greater than 3 gig per month will be charged back to the employee and deducted from pay.

When you are in possession of Company equipment such as cellular phones you are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, you may be asked to produce the phone for return or inspection. If you are unable to present the phone in good working condition within the time period requested (for example, 24 hours) you may be expected to be expected to bear the cost of a replacement.

If you separate from employment with outstanding debts for equipment loss or unauthorized charges you will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

- **Safety Issue for Cellular Phone Use**

If your job responsibilities include regular or occasional driving and you are issued a cell phone for business use you are expected to refrain from using the phone while driving. Safety is a priority at all times. Regardless of the circumstances, including slow or stopped traffic, you are strongly encouraged to follow all safety procedures before placing or accepting a call, including the use of "hands free" equipment. When acceptance of a call is unavoidable, you are expected to keep the call short, use hands-free options if available refrain from discussion of complicated or emotional issues and keep your eyes on the road. If it is practical, you are encouraged to legally park somewhere to make or continue a telephone call while in your vehicle. Special care



should be taken in situations where there is traffic, inclement weather or in situations where the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving and accepting of business calls, “hands free” equipment will be provided to facilitate the provisions of this policy. If your job responsibilities do not specifically include driving as an essential function, but you are issued a cell phone for business use, you are also expected to abide by the provisions above. Under no circumstances shall you place yourself at risk to fulfill business needs. Safety is a priority at all times and in all situations.

If you are charged with traffic violations resulting from the use of your phone while driving you will be solely responsible for all liabilities that result from such actions and you may be subject to disciplinary action.

- **Personal Phone Calls**

The Company discourages incoming and outgoing personal telephone calls. Please use discretion in making such personal telephone calls during working hours. If you must make outside phone calls, please keep them brief.

## I. **company vehicles**

Company vehicles are used only by authorized employees on Company business

### 1. **Basic Policy**

**Driver’s License** – Only Employees with valid driver’s licenses and required driving record background clearances may drive Company vehicles. Driver’s licenses are verified annually through each state’s Department of Motor Vehicles. Although Company monitors employee driving records on an ongoing basis, employees should report changes immediately to the Company.

**Traffic Accidents** – If you are involved in an accident while operating Company-owned vehicles you should do the following:

- Report the accident to the branch office by phone as soon as possible
- Complete and submit an Accident Reporting Form to the branch office the day the accident occurs. Each vehicle has an “Accident Reporting Kit” containing report forms and instructions.
- Exchange insurance information with the parties involved. Do not exchange any other information including conclusions of fault.

Drug and alcohol testing may be required when you are involved in any work-related accident or injury. For further information about this Program consult the Drug and Alcohol Testing Policy.

## ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Pioneer Valley extracts Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with Pioneer Valley Extracts. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I also acknowledge that my employment with Pioneer Valley Extracts is not for a specified period and can be terminated at any time for any reason, with or without cause or notice, by me or by the Company. I acknowledge that nothing in this Employee Handbook and no oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Owner that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that, except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the Owner of the Company. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment or a written employment agreement providing otherwise, terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Pioneer Valley Extracts concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that, with the exception of written employment agreements signed by the Owner; this agreement supersedes all prior agreements, understandings, and representations concerning my employment.

---

Date

---

Employee Signature

---

Employee Name [printed]





---

**Policy Title:** Quality Control and Testing Procedures

**Page:** 1 of 10

**Policy Number:** Qual01

**Effective Date:** 9/15/18

---

**Revision Date(s):**

**Replaces Policy:**

**Dated:**

---

**Purpose:**

The Purpose of this policy is to establish quality controls and testing procedures for all marijuana products.

---

**Scope:**

This policy applies to all PVx marijuana products.

---

**Policy Statement:**

It is PVx's policy to meet all requirements set forth in 935 CMR 500.00 and its subsections as promulgated by the Cannabis Control Commission.

---

**Review and Approval:**

☒ **Electronic Signature**

☐ **Handwritten Signature**

|                                 |                                    |              |
|---------------------------------|------------------------------------|--------------|
|                                 |                                    | <b>Date:</b> |
| <b>Policy Owner<br/>Review:</b> | <Signature >                       |              |
|                                 | <To Be Determined>                 |              |
|                                 |                                    |              |
| <b>Final<br/>Approval:</b>      | < Signature >                      |              |
|                                 | <Kristen Mara, Principal Director> |              |

|                       |  |                        |         |
|-----------------------|--|------------------------|---------|
| <b>Policy Title:</b>  | Quality Control and Testing Procedures | <b>Page:</b>           | 2 of 10 |
| <b>Policy Number:</b> | Qual01                                 | <b>Effective Date:</b> | 9/15/18 |

---

**Procedure:**

- I. Testing Procedures:** Testing of PVx marijuana products will be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH.
- PVx products will be testing according to a three (3) phase process:
    - **Phase 1 Testing**
      - Prior to processing a sample of the feed stock shall be sent to a 3<sup>rd</sup> party testing facility.
      - Testing will be done according to protocol below.
    - **Phase 2 Testing**
      - To be done after extraction by 3<sup>rd</sup> party Testing facility.
      - Testing will be done according to protocol below.
    - **Phase 3 Testing**
      - This test is to test the final product.
      - Testing will be done according to protocol below.
- II. Sampling and Testing Protocol:** Per regulation in Massachusetts, all PVx marijuana will be tested for the cannabinoid profile and contaminants. Marijuana products to be tested include, finished plant material (e.g. inflorescences or “buds”), cannabis resin, cannabis concentrates and various types of MIPs.

Because it is not possible to test all marijuana, we collect representative samples to provide to the analytical laboratory. Specifically, each marijuana production batch must be sampled and analyzed, and the samples collected for a production batch must be representative of all of the marijuana in the batch. The protocol provides the following definition of production batch:

**Production Batch** means a batch of finished plant material, cannabis resin, cannabis concentrate, or MIP made at the same time, using the same methods, equipment, and ingredients. You must assign and record a unique, sequential alphanumeric identifier to each production batch for the purpose of production tracking, product labeling, and product recalls. All production batches must be traceable to one or more marijuana cultivation batch(es).

- 1. Quality Control (QC) Samples** - Duplicate samples shall be collected to provide verification of sampling and laboratory procedures. Specifically, a duplicate should be collected for 5 percent (1 per 20) of the samples collected for each marijuana product type. Duplicate samples shall not be identified to the laboratory (this is considered blind quality control). Duplicate samples are used to evaluate any variance in the sampling and analysis procedures. To ensure authenticity, it should be noted that QC samples should be taken on the same day, be derived from the same batch and documented on the DPH test results tracking sheet.
- 2. Representative Sampling** - Specific procedures for collecting representative samples of marijuana production batches are likely to vary depending on several attributes of the products and production methods:

- Homogeneity – A sample is more likely to accurately represent the production batch if the material is homogenous (i.e., well mixed). Mixing or other homogenization steps help to homogenize the product before sample collection.
- Physical Form – Production batches will vary in physical form (e.g., liquids, solids), density, and viscosity. Physical form can affect homogeneity, homogenization steps, and sample collection methods. For example, liquid products can be homogenized by stirring.
- Grinding and other methods can be used to homogenize solid products.
- Quantity – Because production batches may vary in scale (i.e., volume or weight), varying numbers or sizes of samples may be required to promote representativeness.

**3. Sample Collection Procedures** - This section describes sample collection procedures that are generally applicable to any medical marijuana product including, but not limited to, finished plant material; liquid concentrates or MIPs; resins, waxes, creams, or other semi-solid products; or solid concentrates or MIPs.

- PVx will conduct sample collection in a manner that provides analytically sound and representative samples so that all marijuana products dispensed are safe, effective, and accurately labeled.
- PVx will document every sampling event and provide this documentation to the Department upon request.
- Prior to sample collection PVx will assemble all equipment and information needed before beginning. Items to assemble before sampling include, but are not limited to the following:
  - Logbook or sample collection forms;
  - Chain-of-custody forms (COCs);
  - Disposable gloves;
  - Decontaminated tool(s), such as a spatula, knife, sampling spear, or pipette;
  - Stainless steel bowl and implement to homogenize the product (e.g., by stirring, chopping, or grinding);
  - Clean, decontaminated surface for sample processing;
  - Sample containers appropriate for the analyses required;
  - Container labels and pen with indelible ink;
  - Supplies to thoroughly clean, decontaminated and dry sampling equipment between samples; and
  - A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.
- **Log Book and Forms:**
  - Sample collection personnel should create a new entry for each sampling event in a sample collection logbook or prepare sample collection forms for documentation of sample collection.

- Sample collection documentation should identify the sample collection date and start time, participating personnel, a general description of the product type and batch number sampled, a description of the sampling procedures used, and a record of batches that would potentially be impacted should analysis results indicate unacceptable contamination levels. Sample collection personnel shall identify or determine the cultivation batch number, production batch, and number of samples to be collected based on the guidance provided in Section 5, as well as further guidance obtained in consultation with the laboratory.
- The number of samples taken from each cultivation and/or production batch must be recorded in the sample collection logbook or forms. Record the sample cultivation and production batch identifiers (ID) for each sample.
- The batch IDs will be included on sample labels. In addition to the batch ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the batch and sample IDs in the sample collection logbook.
- Preparing sample labels and affixing them to sample containers immediately before sampling is recommended. Information to include on the label includes at a minimum the batch and sample IDs and date/time of collection and by whom. Additional information that must be recorded in documentation, if not on the label, includes sample collector's name, product type, collection method, and other details about the product, such as MIP type or production method.
- **Sample Collection Instructions:** Collect the planned samples from each cultivation or production batch one at a time. Follow these basic steps for each sample:
  - Wear disposable gloves to mitigate potential for contamination of samples.
  - Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
  - Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause cross contamination.
  - If necessary, place the sample in the stainless steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
  - Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
  - To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample.
  - All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
  - To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  - Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.

- Storage and transportation of finished products shall be under conditions that will
  - protect them against physical, chemical, and microbial contamination as well as against
  - deterioration of finished products or their containers.
  - All vehicles and transportation equipment used in the transportation of marijuana
  - products or edibles requiring temperature control for safety must be designed,
  - maintained, and equipped as necessary to provide adequate temperature control to
  - prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- Medical marijuana products and MIPs, especially solids or semi-solids such as finished plant material, may be heterogeneous with respect to distribution of cannabinoids or contaminants. To obtain a representative sample, liquid products should be thoroughly stirred or mixed before sampling. Solid and semi-solid products must be ground and thoroughly mixed. A grinding device that minimizes loss (e.g., leaching of resins) should be used, and the grinding device should be cleaned thoroughly after each use. Another method to promote the representativeness of a ground medical marijuana product is quartering. Quartering involves heaping the ground product, dividing the heap into four equal quarters, and selecting samples from two of the quarters, which are combined and mixed (Sexton and Ziskind, 2013). The remaining quarters may then be combined and mixed, then used for microbiological and contaminant testing (Sexton and Ziskind, 2013; Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries (MMJ\_PR\_3.0\_020516) 2/5/16 17) Resin and other solids should not be melted as a means of homogenization. Heating the product may alter the cannabinoid profile or contamination levels (WHO, 2005) thereby rendering the sample unrepresentative of the source product. Edible products tend to be relatively homogeneous (Sexton and Ziskind, 2013), so a selection of packaged or ready-to-dispense MIPs may be provided to the analytical laboratory to represent a given production batch (Sexton and Ziskind, 2013). MIPs may be either liquid or solid, and the solid MIPs may be of varying density (e.g., baked goods, candies, etc.). Laboratory samples of MIPs shall be homogenized prior to testing such that the sample is representative of the whole product. Homogenized samples should be mixed and quartered similar to the procedure described above. If production batches of individually packaged MIPs are sampled, multiple packaged products should be sampled such that they are representative of the production batch size.

4. **Sample Analysis:** All sample analyses described in this protocol shall be conducted by an independent laboratory that is licensed to test cannabis and either:
  1. Accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS, or
  2. Certified, registered, or accredited by an organization approved by the Massachusetts Department of Public Health. In addition to the regulatory qualifications and requirements referenced above, the independent laboratory should have a demonstrated ability to perform the specific analytical methods required and to provide defensible documentation and quality assurance.
5. **Record Keeping:** Test results shall be maintained for no less than one (1) year.
6. **Cannabinoid Profile Testing:**



- The optimal cannabinoid profile for marijuana has not been definitively determined, and this balance may differ depending on crop. Although many cannabinoids and related compounds are present in the cannabis plant, characterization of the cannabinoid profile should include, at a minimum, the dry-weight percentage of  $\Delta^9$ -tetrahydrocannabinol ( $\Delta^9$ -THC) and cannabidiol (CBD).
- Because target cannabinoid contents and ratios may vary depending on the desired dosage, medical condition, and other use considerations, minimum profile standards are not mandated. However, the cannabinoid profile must be included in product labeling as an aid to patients and caregivers. Analytical procedures for determining cannabinoid profiles are available in AHP (2013).

**7. Heavy Metal Screen:** Finished medical marijuana products must be tested for these four metals: Arsenic (As), Cadmium (Cd), Mercury (Hg), and Lead (Pb).

- Quantification of metals must be performed with a validated method such as those provided by USP (Chapter) or FDA (2011). A production batch of finished marijuana products (e.g., finished plant material, cannabis resin, or cannabis concentrate) may only be dispensed if all four of the metals are below the upper limits for the respective product and intended use specified (e.g., ingestion only or all other uses). These limits are in micrograms ( $\mu\text{g}$ ) of contaminant per kilogram (kg) of product.

| Metal               | Upper Limit ( $\mu\text{g/kg}$ ) |
|---------------------|----------------------------------|
| Arsenic (inorganic) | 200                              |
| Cadmium             | 200                              |
| Lead                | 500                              |
| Mercury (total)     | 100                              |

**8. Pesticides Residues and Plant Growth Regulators:**

- Non-organic pesticides may not be used to cultivate medical marijuana in Massachusetts. All production batches of finished plant material must be tested for residues of prohibited pesticides to include: Bifentate, Bifenthrin, Cyfluthrin, Etoxazole, Imazilil, Imidicloprid, Mycrobutanil, Spiromesofin, Trifloxystrobin
- Selection Criteria for Pesticide Residue Testing NOP 2611-1: Prohibited Pesticides for NOP Residue Testing NOP 2613: Responding to Results from Pesticide Residue Testing A further discussion of the application of this testing approach is available in USDA's 2010 - 2011 Pilot Study Pesticide Residue Testing of Organic Produce (USDA, 2012b). A production batch of finished plant material may be dispensed to patients or used to make other medical marijuana products if no individual pesticide or plant growth regulator is detected above 10 ppb. A laboratory that is unable to perform the required testing of pesticide residues at or below the 10 parts per billion (ppb) criteria may determine compliance by ensuring that any pesticide residues are present at a level less than or equal to 5 percent of the US EPA tolerance for the specific residue. EPA pesticide tolerances are available from Title 40 of the Code of Federal Regulations (CFR). In such circumstances, DPH should be notified regarding the specific pesticides to which this method is being applied.

**9. Microbiological Contaminants and Mycotoxins Testing:**

- Microbiologicals include: Yeast, mold, and bacteria, including E. coli and Salmonella,
- Mycotoxins include: aflatoxin B1, aflatoxin B2, aflatoxin G1, aflatoxin G2, and Ochratoxin A.
  - Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile-tolerant gram-negative bacteria are given in colony forming unit (CFU) counts per mass of product sample. The requirement for pathogenic E. coli and Salmonella spp. is based on detection in a 1-gram sample, and the requirement for mycotoxins is based on the concentration per kilogram of sample. Analytical methods for enumerating and identifying specific microbiological contaminants must be consistent with the following United States Pharmacopeia (USP) chapters:
    - USP Chapter: Microbiological Examination of Nonsterile Products: Microbial Enumeration Tests. USP 36, Chapter
    - USP Chapter: Microbiological Examination of Nonsterile Products: Tests for specified Microorganisms. USP 36, Chapter Analytical methods for mycotoxins must be consistent with USP chapter

| Cannabis Material                          | Total Viable Aerobic Bacteria (CFU/g) | Total Yeast and Mold (CFU/g) | Total Coliforms (CFU/g) | Bile-tolerant Gram-negative Bacteria (CFU/g) | E Coli (pathogenic strains) and Salmonella spp. | Mycotoxins <sup>c</sup>                    |
|--|---------------------------------------|------------------------------|-------------------------|--|---|--|
| Unprocessed Materials <sup>b</sup>         | 10 <sup>5</sup>                       | 10 <sup>4</sup>              | 10 <sup>3</sup>         | 10 <sup>3</sup>                              | Not detected in 1 g                             | <20 µg of any mycotoxin per kg of material |
| Processed Materials <sup>b</sup>           | 10 <sup>5</sup>                       | 10 <sup>4</sup>              | 10 <sup>3</sup>         | 10 <sup>3</sup>                              |   |  |
| CO <sub>2</sub> and Solvent-based Extracts | 10 <sup>4</sup>                       | 10 <sup>3</sup>              | 10 <sup>2</sup>         | 10 <sup>2</sup>                              |   |  |

- 10. Residual Solvents:** Residual solvent testing is only required for cannabis resins and concentrates where solvents have been used in the production process. To include: n-Butane, Isobutane, propane, Hexane and Ethanol.

| Solvent*                 | Upper Limit (mg/kg) |
|--------------------------|---------------------|
| Propane (CAS 74-98-6)    | 1                   |
| n-Butane (CAS 106-97-8)  | 1                   |
| Iso-Butane (CAS 75-28-5) | 1                   |

Concentration Limits for Residual Solvents

| Solvent                 | Concentration Limit (mg/kg) | Solvent                 | Concentration Limit (mg/kg) |
|-------------------------|-----------------------------|-------------------------|-----------------------------|
| Acetic acid             | 5000                        | Hexane                  | 5000                        |
| Acetone                 | 5000                        | Heptane                 | 200                         |
| Acetonitrile            | 410                         | Isobutyl acetate        | 5000                        |
| Acrolein                | 5000                        | Isopropyl acetate       | 5000                        |
| 1-Butanol               | 5000                        | Methanol                | 3000                        |
| 2-Butanol               | 5000                        | 2-Methoxyethanol        | 50                          |
| Butyl acetate           | 5000                        | Methyl acetate          | 5000                        |
| Tert-Butyl methyl ether | 5000                        | 2-Methyl-1-butanol      | 5000                        |
| Chlorobenzene           | 350                         | Methylcyclopentane      | 50                          |
| Chloroform              | 60                          | Methylcyclohexane       | 1180                        |
| Cumene                  | 70                          | Methylethyl ketone      | 5000                        |
| Cyclohexane             | 3680                        | Methylisobutyl ketone   | 5000                        |
| 1,2-Dichloroethane      | 1870                        | 2-Methyl-1-propanol     | 5000                        |
| Dichloromethane         | 600                         | Methylglyoxal           | 50                          |
| 1,2-Dimethoxyethane     | 100                         | Nitromethane            | 50                          |
| N,N-Dimethylacetamide   | 1000                        | Pentane                 | 5000                        |
| N,N-Dimethylformamide   | 880                         | 1-Pentanol              | 5000                        |
| Dimethyl sulfoxide      | 5000                        | 2-Pentanol              | 5000                        |
| 1,4-Dioxane             | 380                         | 2-Propanol              | 5000                        |
| Ethanol                 | 5000                        | Propyl acetate          | 5000                        |
| 2-Ethoxyethanol         | 160                         | Pyridine                | 200                         |
| Ethyl acetate           | 5000                        | Sulfone                 | 160                         |
| Ethylene glycol         | 620                         | Tetrahydrofuran         | 720                         |
| Ethyl ether             | 5000                        | Toluene                 | 100                         |
| Ethyl formate           | 5000                        | Toluene                 | 890                         |
| Formamide               | 220                         | 1,1,2-Trichloroethylene | 80                          |
| Formic acid             | 5000                        | Xylene                  | 2170                        |

## 11. Testing Sample Sizes:

| Service                               | Quantity Required |                     |   |
|---------------------------------------|-------------------|---------------------|---|
|                                       | Flower            | Concentrate/Extract | Marijuana Infused Product<br>(MIP - Edibles/Topicals) |
| CANNABINOID PROFILE                   | 0.3 grams         | 0.2 grams           | 1 serving/dose  |
| TERPENE PROFILE                       | 0.2 grams         | 0.2 grams           | NA  |
| PESTICIDES SCREEN                     | 1.0 grams         | 0.5 grams           | NA  |
| HEAVY METALS SCREEN                   | 0.3 grams         |                     | NA  |
| MICROBIOLOGICAL<br>CONTAMINANT SCREEN | 1.0 gram          |                     | 1 serving/dose  |
| MYCOTOXIN SCREEN                      | 0.5 grams         |                     | 1 serving/dose  |
| RESIDUAL SOLVENT<br>ANALYSIS          | NA                | 0.5 grams           | NA  |

**12. Procedures for Contaminated Samples:** Procedures for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols.

- Notify the Cannabis Control Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from the must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- Notify the suppliers of the feedstock used in the contaminated sample.
- Dispose of the contaminated batch in accordance with disposal procedures; Form 3 A “Marijuana Waste Disposal Form” shall be filled out. Two PVX Employees must witness the disposal of the contaminated Batch. Contaminated batch will be disposed of with a vendor certified to handle this type of material.

**13. Food Safety Procedures and Good Manufacturing Practices:**

- **Personal Hygiene:**
  - All hand sinks in bathrooms and kitchens must be labeled with a sign.
  - Washing hands at dishwashing, mop or food sinks is not allowed.
  - Handwashing steps are:
    - use water as hot as you can stand, soap hands and lower forearms,
    - scrub for 20 seconds, rinse dry with paper towel or hot air dryer
    - use paper towel or other barrier to turn off faucet handles.
    - Hand sanitizers can be used after washing hands. Hand sanitizers may not be used to replace washing hands.
  - All employees must wash hands:
    - at beginning of shift,
    - after using toilet,
    - after coughing, sneezing, using tissue, eating, drinking or using tobacco,

- between touching raw food and ready-to-eat food,
  - between glove changes,
  - after handling dirty dishes,
  - after touching hair or any body part except clean hands and arms,
  - during food preparation as often as necessary to prevent cross contamination, or
  - after doing other activities that contaminate the hands, such as handling trash or chemicals.
- 
- **Prep Surface and Instrument and Equipment Sanitizing”**
    - To be done at the beginning of each production
    - Solution used shall be a 70% isopropyl alcohol solution 30% distilled water solution.
    - Solution shall be applied using a spray Bottle
    - Spray all work surfaces, Instruments and equipment with solution wiping and drying with disposable paper towels.
    - Let air dry
- 
- **Facility Maintenance and Cleanliness:** The PVx facility will be maintained according to GMP standard. The purpose is to eliminate contamination from debris and microbial contamination.
    - **General Maintenance**
      - Walls shall be kept in a well maintained manner, repaint as necessary to eliminate stains or chips
      - Lighting shall be maintained so all fixtures are at full light capacity
      - Keep floor surfaces in a well maintained manner, repaint as necessary to eliminate stains or chips.
      - Ceilings shall be kept in a well maintained manner, replace ceiling tiles as necessary.
    - **Cleaning:** The facility shall be thoroughly cleaned on a weekly basis.
      - Cleaning Steps:
        - Sweep pick and vacuum large debris
        - Vacuum air intake and exhaust vents
        - Vacuum ceiling areas to eliminate dust and debris.
        - Wipe down all sills, door frames, base boards with soapy detergent
        - Clean floors and walls with a soapy detergent
        - Clean work Tables with a soapy detergent using a disposable cloth.
        - Rinse areas just cleaned with clean water.
        - Wipe work tables down with 70% isopropyl 30% distilled water solution.

---

**Policy Title:** HNE Template

**Page:** 10 of 10

**Policy Number:** Qual01

**Effective Date:** 9/15/18

---

---

**Policy and Procedure (SOP) Cross-Reference Section:**

---

---

**Source/Citation Section:**

---

935 CMR 500.105 (3); 500.140 (9), 500.160

---

---

---

**Additional Resources (hyperlinks)**

---



---

**Policy Title:** Equality and Diversity Policy

**Page:** 1 of 3

**Policy Number:** HR01

**Effective Date:** 9/15/18

---

**Revision Date(s):**

**Replaces Policy:**

**Dated:**

---

**Purpose:**

The Purpose of this policy is to promote diversity and equality at all levels of Pioneer Valley Extracts.

---

**Scope:**

This policy applies to all aspects of PVx.

---

**Policy Statement:**

It is PVx's policy to meet all requirements set forth in 935 CMR 500.00 and its subsections as promulgated by the Cannabis Control Commission.

---

**Review and Approval:**

☒ **Electronic Signature**

☐ **Handwritten Signature**

|                        |                                    |              |
|------------------------|------------------------------------|--------------|
|                        |                                    | <b>Date:</b> |
| <b>Policy Owner</b>    | <Signature >                       |              |
|                        | <To Be Determined>                 |              |
|                        |                                    |              |
| <b>Final Approval:</b> | < Signature >                      |              |
|                        | <Kristen Mara, Principal Director> |              |

|                       |                               |                        |         |
|-----------------------|-------------------------------|------------------------|---------|
| <b>Policy Title:</b>  | Equality and Diversity Policy | <b>Page:</b>           | 2 of 3  |
| <b>Policy Number:</b> | HR01                          | <b>Effective Date:</b> | 9/15/18 |

---

**Definitions:**

---

**Procedure:**

---

- I. Equal Opportunity Employer:** PVx is equal employment opportunity employers and strive to comply with all applicable laws prohibiting discrimination based on race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, and any other basis protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct. In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Owner and request an accommodation.

You must report every instance of unlawful discrimination or harassment to the Owner regardless of whether you or someone else is the subject of the discrimination. Detailed reports, including names, descriptions, and actual events or statements made, will greatly enhance the Company's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the Company will conduct an investigation. The Company prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any supervisor or employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct that violates Company policy has occurred, the Company will take disciplinary action, up to and including termination of employment, against those engaged in the misconduct. The Company will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action (s) the Company takes to resolve and remedy the situation.

- II. Diversity and Equity in the Workplace:** PVx is committed to achieving a workplace environment of inclusion and equity that respects, affirms and leverages the rich backgrounds and life experiences of the Pioneer Valley's multicultural communities.

**Goals:**

- To diversify our workforce to reflect and leverage the diversity of populations in our community
- Enhance cultural competency and maintain open dialogue regarding diversity and inclusion

**Programs:** PVx will initiate the following activities and programs with respect to achieving our diversity and equity goals

- We will seek to recruit a diverse workforce by advertising open positions and conducting outreach or attending career fairs in areas of disproportionate impact.

- We will implement internal diversity programs and training events for our employees designed to bring awareness about diversity and equity that will include maintaining an open dialogue regarding inclusion.

**Measurement and Accountability:** PVx will set goals for both the number of trainings conducted throughout the year, it's outreach initiatives and the population of its workforce in order to track progress on our goals of diversity and equity. We will perform exit interviews and collect employment data to improve diversity and overall retention of our employees. Diversity of the organization will be measured against our host community.

Measures and goals will be evaluated annually.

---

**Policy and Procedure (SOP) Cross-Reference Section:**

---

---

**Source/Citation Section:**

---

935 CMR 500.101 (2)(e)(8)

---

---

**Additional Resources (hyperlinks)**

---





---

**Policy Title:** Personnel Policy**Page:** 1 of 10**Policy Number:** HR03**Effective Date:** 9/15/18

---

**Revision Date(s):** 10/6/2018**Replaces Policy:****Dated:** 10/6/2018

---

**Purpose:**

The Purpose is to establish Personnel Policies which meet or exceed the requirements as set forth in regulations 935 CMR 500.00.

---

**Scope:**

This policy applies to all PVx employees and registered agents.

---

**Policy Statement:**

It is PVx's policy to meet all requirements set forth in 935 CMR 500.00 and its subsections as promulgated by the Cannabis Control Commission.

---

**Review and Approval:**☒ **Electronic Signature**☐ **Handwritten Signature**

|                                 |                                    |              |
|---------------------------------|------------------------------------|--------------|
|                                 |                                    | <b>Date:</b> |
| <b>Policy Owner<br/>Review:</b> | <Signature >                       |              |
|                                 | <To Be Determined>                 |              |
|                                 |                                    |              |
| <b>Final<br/>Approval:</b>      | < Signature >                      |              |
|                                 | <Kristen Mara, Principal Director> |              |

|                       |                  |                        |         |
|-----------------------|------------------|------------------------|---------|
| <b>Policy Title:</b>  | Personnel Policy | <b>Page:</b>           | 2 of 11 |
| <b>Policy Number:</b> | HR03             | <b>Effective Date:</b> | 9/15/18 |

---

**Definitions:**

---

**Procedure:**

---

**I. Conditions and Requirements of Employment**

Per Massachusetts Regulation 935 500.030 all Employees must pass a rigorous background check to obtain a Marijuana Establishment Agent Card and meet the following requirements. The employee agent shall carry the registration card at all times while in possession of marijuana products, including at all times while at the Pvx facility or while transporting marijuana products.

- (a) The Employee Must be 21 years of age or older;
- (b) Have 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
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

**II. The PVx application for employment shall include:**

- a) the full name, date of birth, and address of the individual;
- b) all aliases used previously or currently in use by the individual, including maiden name, if any;
- c) a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d) an attestation that the individual will not engage in the diversion of marijuana products;
- e) written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- f) background information, including, as applicable:
  - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts
  - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
  - 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant

**III. Policy for Immediate Dismissal** - Per Massachusetts Regulation 500.105 (1) (i) Pioneer Valley Extracts will immediately dismiss any employee agent who has:

1. Diverted marijuana
2. Engages in unsafe practices with regard to operation per the Pioneer Valley Extract policies.
3. Is convicted or enters a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

**IV. CONFIDENTIALITY POLICY**

Information about Pioneer Valley Extracts, its Employees, customers, suppliers, and vendors is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Owner.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express permission of the Owner. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Company's operations, procedures, or practices. Confidential information may not be removed from Company premises without express authorization.

Confidential information obtained during or through employment with the Company may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of the Company's confidentiality policies.

**V. Employee Safety Rules**

It is a company objective to provide a safe and satisfying work environment. Your safety and the safety of your fellow workers require that you make safety a first consideration in doing your work. The **CODE OF**

**SAFE PRACTICE** is considered to be a guideline when insuring the safety of yourself and your team. When hired, every employee should read, understand and commit to these practices. This means that each one of us must:

- Actively participate in safety meetings
- Report all injuries or accidents immediately to supervisors – no matter how minor!
- Wear proper safety equipment.
- Never perform a job that is unsafe
- Notify Supervisors of any unsafe conditions.
- All injuries or incidents, no matter how slight, must be reported to your owner/manager **IMMEDIATELY. NO EXCEPTIONS.**
- Report all unsafe conditions to your owner/manager.
- Think before you act. Follow instructions, don't take chances, and ask if you do not know.
- Good housekeeping will be maintained at all times.
- Always wear the proper personal protective equipment (PPE). Lab Coats, Safety Glasses and appropriate gloves are to be worn at all times while working in production lab.
- Follow all safety procedures as written in the processing standard operating procedures
- All personnel traveling in a motor vehicle shall be seated in an interior portion of the vehicle and shall wear seatbelts while the vehicle is in motion. Don't engage in horseplay. Avoid distracting others.
- Use proper lifting techniques. Lift with the back straight and legs bent. Get help if the load is too heavy or awkward. Never lift more than you can safely carry (maximum 60 lbs.). Use mechanical aids whenever available.
- An employee must have a valid driver's license in order to operate company vehicles on or off the job site.
- Potentially dangerous conditions are to be properly barricaded and warning tape and/or signs shall be used.
- When assisting a fellow employee whose injury results in bleeding, employees should protect themselves against exposure to blood borne pathogens by wearing latex or vinyl gloves and observing universal precautions.
- Comply with all business, customer, and governmental safety rules, signs, and work procedures.
- In case of an emergency dial 911.

Every employer must provide a safe and healthful working environment. Equally as important, every employee must comply with the employer's supervision, safety and health standards and procedures. The employer and employee can be in violation of the law if they fail to do so.

## **VI. POLICY REGARDING VIOLENT CRIME**

### **1. Statement of Policy**

Pioneer Valley Extracts recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential for commission of a violent crime in the workplace may threaten the safety of Employees as well as customers. Therefore, due to the Company's concern for the safety of its Employees and customers, it is the Company's policy to provide guidelines to Employees about the signs of incipient violence and steps to take to prevent or ameliorate violence.

### **2. Guidelines for Protecting Employee and Customer Safety**

In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of customers and other Employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, Employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, et cetera in hope of later identification.

Once the incident is over, you should remain where you are--do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

### **3. Crime Prevention techniques**

Prevention is the threshold measure to protect Employee and customer safety.

- Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police.
- Follow all rules as stated in Security Plan
- All marijuana products should be kept out of plain sight and ensure they are not visible from any public place without the use of binoculars, optical aids or aircraft.
- All doors and windows to facility, production areas, storage areas and vaults shall remain closed and locked at all times.
- Do not leave keys lying about or in locks.
- Maintain and ensure that all locks are operating properly
- Do not share passcodes with unauthorized people.

### **4. Handling Cash**

- Cash shall be received in a secure location only. Either in the customer's secure facility or at Pioneer Valley Extracts secure facility. The security at the facility must meet or exceed the state of Massachusetts requirements for cannabis facility security.
- Place cash in a nondescript bag. When transporting cash, place in secure lockbox in vehicle. Do not leave vehicle unattended when transporting cash
- Cash shall be deposited to the bank on a daily basis
- No cash shall be left in a vehicle or at the facility overnight.
- Any Cash on Hand shall be locked in safe located in secure storage area

## **5. Alcohol, smoke, and drug-free workplace policies**

Pioneer Valley Extracts prohibits the unlawful distribution, dispensation, possession or use of drugs, alcohol, or other controlled substances on its property, while conducting company business or operating company owned or leased vehicles. Employees testing positive for drugs, alcohol, or other controlled substances will be immediately relieved of the duties.

Pioneer Valley Extracts is a smoke free workplace. Therefore, smoking is prohibited anywhere in the facility, immediate grounds and in company owned vehicles.

## **6. Personnel Record Keeping**

The following Personal records shall be kept on site in a separate locked file designated for personal records only. These records shall be maintained for a minimum of 12 months after termination.

- A job description for each employee, as well as organizational charts consistent with the job descriptions;
- All materials submitted to the Commission pursuant to 935 CMR
- Documentation of verification of references; The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that the Marijuana Establishment submitted to the Commission on behalf of the employee
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken.
- Notice of completed responsible vendor and 8-hour related duty training.
- A signed copy of the Pioneer Valley Extracts Employee Handbook
- All background check reports obtained in accordance with 935 CMR 500.030;
- A copy of signed completion of the Hazcom Training Manual
- Wage History of the employee

## **7. Training Records**

Each department shall be responsible for maintaining the most recent training record for each affected employee for the duration of employment. The training record shall include:

- the training topics covered,
- the instructor's name,
- date of training
- the signature of each employee trained.
- One copy shall be placed in the employees file and one copy in a separate file designated training records and shall be filed by date
- These records shall be maintained for a minimum of 12 months after termination.

## **Job Descriptions**

### **Lab Assistant**

**Reports To:** Director of Extraction

#### **Job Summary**

Assist the Director of Extraction with the activities and operations required to complete the functions of the department. Study and comprehend all policies, procedures and operational guidelines set by the management team. This position is responsible for assisting with lab production, which includes but is not limited to distillation, extraction, winterization, production of cannabis infused products, compliance requirements, and workplace safety.

#### **Description of Duties**

- Familiarity with basic scientific principles and laboratory experience. Must be able to follow written direction and maintain a laboratory notebook.
- Must follow all applicable policies, procedures and guidelines. This includes the safe and proper operation of any/all applicable machinery, instrumentation, and equipment.
- Operate laboratory instruments, make observations, calculate and record results.
- Understand and meet daily goals.
- Work as part of a team to meet production schedules.
- Follow SOP and standard analytical procedures to meet Good Laboratory Practices and Good Manufacturing Practices compliance.
- Records data in lab notebooks, computer databases, and test reports.
- Good communication skills, verbal and written, with co-workers and management.
- Practice good housekeeping habits throughout the facility with focus and personal contributions towards a clean and organized assigned work area at the end of the assigned shift.
- Capable of working with hazardous chemicals and is able to identify and report unsafe equipment, conditions and practices so that they may be corrected prior to an incident.
- Flexibility and the ability to shift work schedule according to production needs.

#### **Qualifications**

- Associate or 4-year degree preferred, with relevant college courses in biology, chemistry, or physics
- Prior Laboratory experience.
- Equivalent combinations of education and experience may be considered, including internal experience.
- Ability to establish and maintain effective working relationships with all employees.
- Basic math skills.
- Familiarity with OSHA guidelines for dealing with hazardous chemicals.



- Understanding and adhering to applicable federal, state and local laws and regulations as they pertain to the industry, safety regulations, local municipal codes and organizational rules, regulations, directives and standard operating procedures.
- Ability to use standard office equipment, computer equipment and software including word processing, database management, spreadsheet applications and email.

### **Additional Requirements**

- Must pass any and all required background checks.
- Must be and remain compliant with all legal or company regulations for working in the industry.
- Must be a minimum of 21 years of age.
- Must be approved to receive an Agent badge.

### **Working Conditions**

- While performing the duties of this job, the employee is regularly required to perform grasping, talking, hearing, seeing and repetitive motions.
- Physical demands – May be required to stand and/or walk for extended periods of time. Must be able to lift, carry and balance up to 50 pounds (200 pounds with assistance).

### **Director of Extraction**

**Reports to:** Ownership

### **JOB SUMMARY:**

This role will handle managing of day-to-day operations in a regulated, cannabis extraction facility. This includes extracting cannabis, post-extraction processing, product development, packaging, and distribution. Regulatory compliance is an important responsibility of this role as well.

### **JOB RESPONSIBILITIES:**

- Develop and maintain extraction/infusion operations by initiating, coordinating and enforcing operational policies and procedures
- Work closely with production team on all elements of the extraction and infusion process
- Oversee procurement of equipment for lab build out
- Oversee and assist with the setup and production of the extraction lab
- Provide feedback on buildout and setup of equipment
- Perform sub/supercritical CO2 extraction
- Train and manages lab assistants to get equipment optimized for research and commercial production
- Apply scientific techniques, procedures, or methodologies to complete tasks
- Develop and validate new analytical methods
- Identify research areas that could lead to the development of new products
- Maintain detailed and organized lab notebooks and research files
- Write reports for internal or external publication

- Effectively communicate results to both technical and non-technical personnel
- Have a collaborative attitude and work closely with other scientists/ business team members to ensure that new technologies are developed in an efficient and timely fashion
- Interact with business team members to address technical or regulatory questions and provide solutions to problems
- Ensures all activities meet Massachusetts Cannabis regulations
- Ensures all Pvx Operating procedures are being followed
- Follow SOP and standard analytical procedures to meet Good Laboratory Practices and Good Manufacturing Practices compliance

## **QUALIFICATIONS & EXPERIENCE:**

- Minimum Bachelors in Chemistry. Master's or PhD highly preferred.
- Experience as an effective project team leader.
- 2+ years of experience working in the legal cannabis industry.

## **SKILLS REQUIRED:**

- Demonstrate leadership by actions and acts as an example to others at all times
- Ability to manage a small team in a laboratory setting
- Excellent experimental design, data collection, results interpretation, and problem solving skills
- Effective at time management
- Detail oriented, highly organized, and motivated by accomplishment
- Ability to present ideas effectively and communicate well with all levels of management within a team environment on a variety of programs and projects
- Advanced computer knowledge (Word, Excel, PowerPoint, etc.)
- Ability to work independently and in a continually changing environment

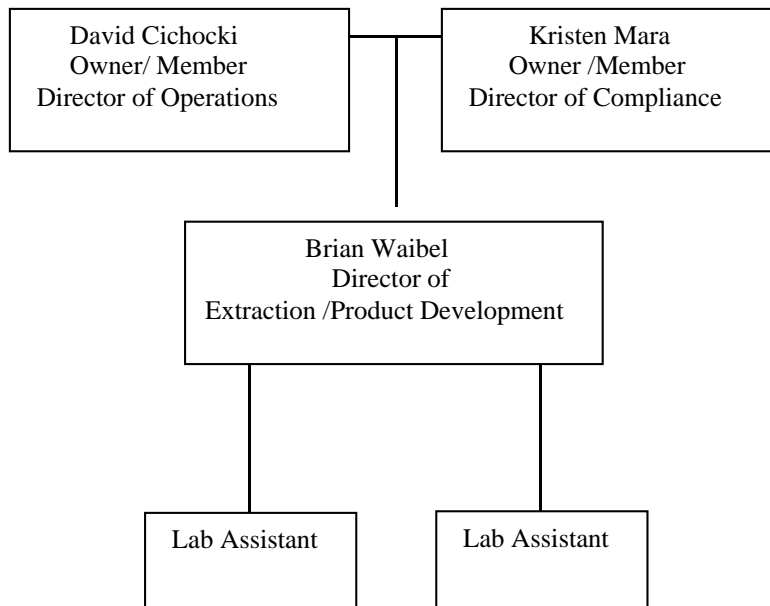
## **Additional Requirements**

- Must pass any and all required background checks.
- Must be and remain compliant with all legal or company regulations for working in the industry.
- Must be a minimum of 21 years of age.
- Must be approved to receive an Agent badge.

## **Working Conditions**

- While performing the duties of this job, the employee is regularly required to perform grasping, talking, hearing, seeing and repetitive motions.
- Physical demands – May be required to stand and/or walk for extended periods of time. Must be able to lift, carry and balance up to 50 pounds (200 pounds with assistance).

## Pioneer Valley Extracts Organizational Chart



---

**Policy and Procedure (SOP) Cross-Reference Section:**

---

---

**Source/Citation Section:**

---

935 CMR 500.105 (8)

---

---

**Additional Resources (hyperlinks)**

---