Massachusetts Cannabis Control Commission

Independent Testing Laboratory

General Information:

License Number: IL281359

Original Issued Date: 09/10/2021

Issued Date: 09/10/2021

Expiration Date: 09/10/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Valley Analytics LLC

Phone Number: 978-836-9550 **Email Address:** jferguson@gvalabs.com

Business Address 1: 306 Race St **Business Address 2:**

Business City: Holyoke **Business State:** MA **Business Zip Code:** 01040

Mailing Address 1: 306 Race St **Mailing Address 2:**

Mailing City: Holyoke **Mailing State:** MA **Mailing Zip Code:** 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 58 **Percentage Of Control:** 58

Role: Owner / Partner **Other Role:**

First Name: Jonathan **Last Name:** Ferguson **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 42 **Percentage Of Control:** 42

Role: Owner / Partner **Other Role:**

First Name: Mark **Last Name:** Zatyrka **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: Jonathan **Last Name:** Ferguson **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $5000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Mark **Last Name:** Zatyrka **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $5000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Mark **Owner Last Name:** Zatyrka **Owner Suffix:**

Entity Legal Name: Mylyfe, LLC **Entity DBA:** Mylyfe

Entity Description: Specialty Pharmacy

Entity Phone: 844-469-5933 **Entity Email:** hello@mylyfe.health **Entity Website:** mylyfe.health

Entity Address 1: 31 Moody Rd **Entity Address 2:**

Entity City: Enfield **Entity State:** CT **Entity Zip Code:** 06082 **Entity Country:** USA

Entity Mailing Address 1: PO Box 725 **Entity Mailing Address 2:**

Entity Mailing City: Enfield **Entity Mailing State:** CT **Entity Mailing Zip Code:** 06083 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 306 Race St

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 4300 **How many abutters does this property have?:** 22

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
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning_GVA Labs.pdf	pdf	6035783f4bc57307f1ff37d1	02/23/2021
Certification of Host Community Agreement	Green Valley Analytics - HCA Certification for CCC_Fully Executed 3-9-21.pdf	pdf	605a7f21d13a03079c5f7b27	03/23/2021
Community Outreach Meeting Documentation	community outreach meeting attestation form - GVA Labs.pdf	pdf	605c75c659735d07bd8231a6	03/25/2021
Community Outreach Meeting Documentation	Community Outreach Public Notice_GVA Labs.pdf	pdf	606327fc5100e00770db0f8b	03/30/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	607f5435518b4d44994183b6	04/20/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	607f544703415644ba1085e5	04/20/2021
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	607f547521aec245a96cc40d	04/20/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan_GVA Labs - 3-30-21.pdf	pdf	60632a6b1c41b407a7675265	03/30/2021
Plan for Positive Impact	Green Valley Analytics_COE Letter_March 11 2021.pdf	pdf	60703998bd015444c5503205	04/09/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Jonathan **Last Name:** Ferguson **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Mark **Last Name:** Zatyrka **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing SEC_GVA.pdf	pdf	60357e5d36fab307c9b2c7f4	02/23/2021
Department of Revenue - Certificate of Good standing	certificate of good standing MA DOR.pdf	pdf	605a82d859735d07bd822b14	03/23/2021
Articles of Organization	Certificate of Organization GVA Labs.pdf	pdf	6070774d9cefd04567d4d0d6	04/09/2021
Department of Revenue - Certificate of Good standing	attestation of no employees GVA Labs.pdf	pdf	6070783003415644ba1062b3	04/09/2021
Bylaws	Green Valley Analytics^J LLC - Operating Agreement(3424430.5) signed.pdf	pdf	607078497eb80444db466d60	04/09/2021

No documents uploaded

Massachusetts Business Identification Number: 001471956

Doing-Business-As Name:

DBA Registration City: Easthampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline for Green Valley Analytics 3-30-21.pdf	pdf	60632c32d13a03079c5f90b6	03/30/2021
Plan for Liability Insurance	PolicyQuote_Green Valley-signed.pdf	pdf	60648440d90419077cc34e20	03/31/2021
Plan for Liability Insurance	Green cert.pdf	pdf	60663eb34c3a6c079db40336	04/01/2021
Business Plan	Green Valley Analytics Business Plan_Condensed for Application_3-31-21.pdf	pdf	60663ef57e61bd07773ad268	04/01/2021

LABORATORY CERTIFICATION

Certifying Body: Perry Jones **ISO 17025 Accreditation Certificate Number:** IN PROGRESS

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload

				Date
Restricting Access to age 21 and older	Restricted Access to Age 21 and Older_GVA Labs.pdf	pdf	60357ef75aed110812e49985	02/23/2021
Personnel policies including background checks	Personnel Policies_GVA Labs.pdf	pdf	60357f3c6ec5ac07fccbfbad	02/23/2021
Security plan	Green Valley Analytics_935 CMR 500.110_Security Plan.pdf	pdf	60663f6b1c41b407a7675e47	04/01/2021
Storage of marijuana	Green Valley Analytics_935 CMR 500.105(11)_Storage of Marijuana.pdf	pdf	60664be4cefab844e6711d31	04/01/2021
Record Keeping procedures	Green Valley Analytics_935 CMR 500.105(9)_Record Keeping.pdf	pdf	60664c352e84db44a04c575e	04/01/2021
Maintaining of financial records	Green Valley Analytics – 935 CMR 500.101(c)(8)(j) - Maintenance of Financial Records.pdf	pdf	60664c448bb25444af2fe360	04/01/2021
Diversity plan	Diversity Plan_GVA Labs 3-30-21.pdf	pdf	60664c5a3a37ef458c083d91	04/01/2021
Qualifications and training	Q-010 Personnel Training and Competencies Procedure _ GVA.pdf	pdf	60664c6da6d53445a21e1e43	04/01/2021
Personnel policies including background checks	Employment_Policies_for_New_Hires 3-30-21.pdf	pdf	6066531f9cefd04567d4b7dd	04/01/2021
Prevention of diversion	Prevention of Diversion_GVA Labs_3-31-21.pdf	pdf	60667a632e84db44a04c57c6	04/01/2021
Energy Compliance Plan	Energy Efficiency and Conservation Procedures_GVA Labs_4-9-21.pdf	pdf	607079375997354560 7644df	04/09/2021
Inventory procedures	Q-011 Inventory Management _ Green Valley Analytics.pdf	pdf	607079ab86f403457678c1bd	04/09/2021
Quality control and testing	Q-001 Quality Manual - GVA - 4-8-21.pdf	pdf	607079f2bd015444c5503376	04/09/2021
Quality control and testing	L-002 Laboratory Housekeeping and Cleaning _ GVA.pdf	pdf	60707a50518b4d449941607e	04/09/2021
Quality control and testing	E-001 Equipment Maintenance^J Calibration and Cleaning _ GVA.pdf	pdf	60707a592e84db44a04c71f1	04/09/2021
Transportation of marijuana	Green Valley Analytics_935 CMR 500.105(13)_Transportation of Marijuana.pdf	pdf	60707a9349891145972369a7	04/09/2021
Qualifications and training	Detailed Description of Qualification and Intended Trainings for Laboratory Agents – Green Valley Analytics.pdf	pdf	60707c1a518b4d4499416084	04/09/2021

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Plan to Remain Compliant with Local Zoning

Green Valley Analytics operates at the address of 306 Race Street in the City of Holyoke, MA. The business operates in the CaliRose building zoned IG. To conduct business at this location, Green Valley Analytics LLC obtained a special permit from the City to operate an Independent Testing Laboratory at the above location. As requirements for a special permit, the company went through the prescribed process in full cooperation with city officials. This included appearing before the City Council for a public hearing and presenting business plans ensuring our activities were in line with all state regulations and local ordinances. These requirements are outlined in the attached special permit.

Aside from standard adherence to the Zoning Ordinance of the City of Holyoke, special considerations are required due to the nature of the business. In addition to staying compliant with regulations set down by the Cannabis Control Commission, the security plan must receive approval by the City of Holyoke Police Chief or his designee. Additionally, the company must maintain 24-hour monitoring of security system and stay compliant with the requirements set forth by the Commission. Finally, no marijuana products shall be sold on the premises and all waste be generated and disposed of in accordance with the company's storage and waste management plan.

To monitor compliance with the special permit stipulations, the company shall make the premises available for inspection by City officials or their agents and shall provide them with access to the same records available to the Massachusetts Department of Public Health and/or the Cannabis Control Commission. Any changes to the plans outlined in the special permit must be submitted in writing to the Chief of Police, Building Commissioner, and the City Council. Finally, the company shall submit annual reports to the City Council the same annual reports that must be furnished to the Cannabis Control Commission for license renewal. This annual report is required for renewal of the special permit.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

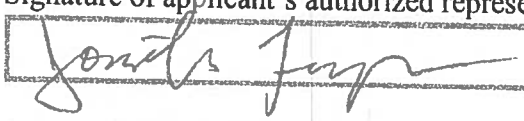
Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:
   Green Valley Analytics, LLC
2. Name of applicant's authorized representative:
   Jonathan Ferguson
3. Signature of applicant's authorized representative:
   
4. Name of municipality:
   City of Holyoke
5. Name of municipality's contracting authority or authorized representative:
   City of Holyoke

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

alue Morse

7. Email address of contracting authority or authorized representative of the municipality *(this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).)*:

MorseA@Holyoke.org

8. Host community agreement execution date:

3.9.21

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4/5/2021

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

   a. Date of publication: 3/22/21

   b. Name of publication: Republican

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

   a. Date notice filed: 3/19/21

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

   a. Date notice(s) mailed: 3/19/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
   a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
   d. A plan by the ME or MTC to positively impact the community; and
   e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

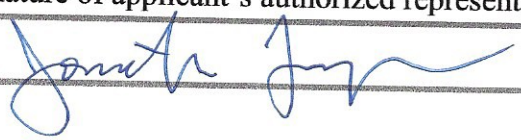
Name of applicant:

Green Valley Analytics, LLC

Name of applicant's authorized representative:

Jonathan Ferguson

Signature of applicant's authorized representative:



Community Outreach Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 5th, 2021 at 5:00PM EST via zoom in accordance with the Community Outreach Meeting requirements of 935 CMR 500.400(2), 501.400(2) and 501.101(1)(a)(g). The Zoom Meeting ID is 880 654 5780. Those not able to attend via Zoom can participate over the phone by calling the toll-free number +1 929 205 6099. The proposal is for a Marijuana Testing Facility, and there will be no sales or cultivation manufacturing at the proposed site. The proposed Marijuana Testing Facility is anticipated to be located at 306 Race St Holyoke, MA 01040. There will be an opportunity for the public to ask questions. Please send your questions in advance to jferguson@gvalabs.com. All meeting materials will be posted on a Google Drive (link to materials: https://drive.google.com/drive/u/1/folders/1eZxxFPmc9S7Z8FiOWpke5Oq4JQzbRwUY) at least 24 hours in advance of the meeting.

Information to be presented will include:

1. The type of Marijuana Establishment to be located at the proposed address.
2. Information adequate to demonstrate that the location will be maintained securely.
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors.
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Green Valley Analytics, LLC

Jonathan Ferguson

Managing Member

The Republican.

MASS LIVE

MONDAY, MARCH 22, 2021

ASIAN CULTURE CELEBRATED

A biracial mom researched her ancestry to connect her children to their Chinese heritage and fight racism. Page B5

TODAY'S MUST-READS

FORT LAUDERDALE, FLA.

Spring breakers hit with extended curfew

Pointing to more than 1,000 arrests in one of the nation's top party spots, Miami Beach officials warned yesterday that the unruly spring break crowd gathering by the thousands, fighting in the streets, destroying restaurant property and refusing to wear masks has become a serious threat to public safety.

During a last-minute meeting yesterday, city officials voted to extend an unusual 8

CORONAVIRUS

Fast vaccin rollout hits some snag

Too high a demand created in some sta

By Carla K. Johnson and Nicky Forste
Associated Press

Despite the clamor to speed up the U.S. v tion drive against COVID-19 and get the co back to normal, the first three months of th rollout suggest faster is not necessarily bet

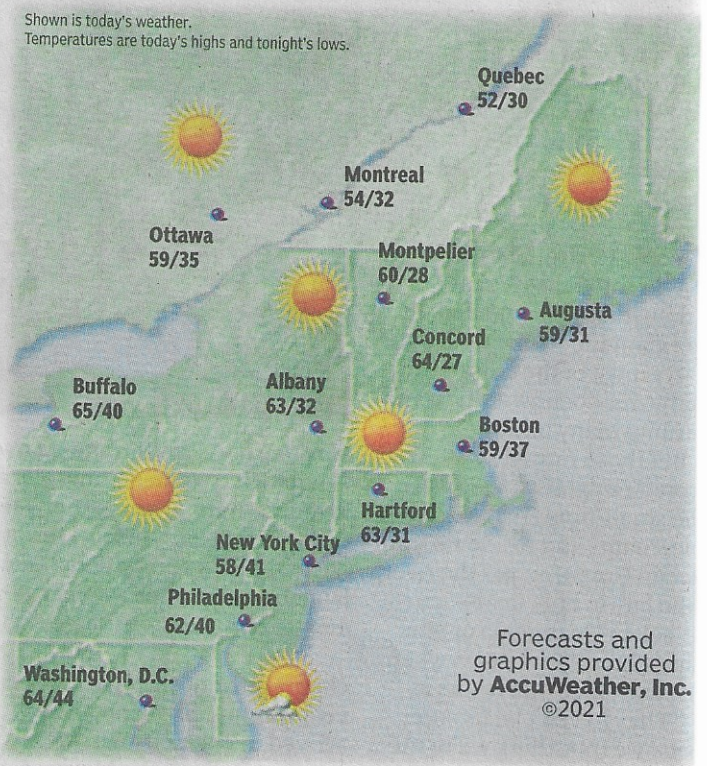
TODAY		TONIGHT		TOMORROW		WEDNESDAY	
Mostly sunny	High 63 Low 29	Clear		Sunny and mild	High 63 Low 37	Mild with some sun	High 58 Low 45

MOSTLY SUNNY AND NICE

As a high pressure area moves into the region, some mild and dry weather is expected for the beginning of the week. Temperatures will climb into the 50s and even the 60s. A storm will approach the area for the end of the week and bring a chance for some rain as early as Thursday afternoon, but the best chance for the rain is Friday. This will also lower temperatures a bit, but it will still be mild for this time of year.

REGIONAL WEATHER MAP

Shown is today's weather.
Temperatures are today's highs and tonight's lows.



SKYWATCH

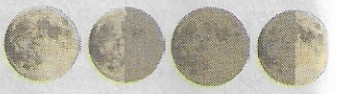
Tonight's waxing gibbous (more than half-full) moon starts the night 72 degrees up in the south. To its upper left are Gemini's twin stars Pollux and Castor. Far below these sparkles Sirius, the dog star.

– Patrick Rowan

SUN & MOON

Sunrise/set	6:51 a.m./7:05 p.m.
Moonrise/set	12:13 p.m./3:15 a.m.
Length of day	12:15
Day of year	81

MOON PHASES



Full moon	Last quarter	New moon	First quarter
March 28	April 4	April 11	April 20

Legal Notices

Legal Notices

NOTICE OF AGENCY ACTION

SUBJECT: MassHealth: Notice of Submission of a Request to Amend the MassHealth Section 1115 Demonstration

AGENCY: Massachusetts Executive Office of Health and Human Services

The Massachusetts Executive Office of Health and Human Services (EOHHS) announces its intent to submit a Request to Amend the MassHealth Section 1115 Demonstration to the Centers for Medicare and Medicaid Services (CMS).

The MassHealth Section 1115 Demonstration provides federal authority for Massachusetts to expand eligibility to individuals who are not otherwise Medicaid or CHIP eligible, offer services that are not typically covered by Medicaid, and use innovative service delivery systems that improve care, increase efficiency, and reduce costs.

The Demonstration Amendment Request outlines the specific authorities being requested from CMS to expand eligibility for the Medicare Savings Programs to comply with state law, to enhance services for specialized populations and to provide flexibility related to place of services.

Chicopee

port, 255 Padgette Street Chicopee, MA 01022 until **11:00 A.M., (EST) Wednesday, March 24, 2021.** Bids will be publicly opened and read forthwith thereafter at such place.

Hard copy/paper bid documents will not be issued or mailed to bidders for this project. Prospective bidders are instructed to send an email to airport.bids@stantec.com requesting to be added to the bidders list. The email must contain the following information: Project name in subject line, name of company, address of company, point of contact name, point of contact email address and telephone number. Bidders who have provided the required contact information will then receive a return email from Stantec providing instructions/password to access a dedicated Stantec FTP site. PDF files containing the bid documents including project drawings, specifications, and bid proposal forms, plan holders list, and any addenda will be posted at the FTP site for download by the bidders. Plans and specifications will be available for download on the FTP site after **11:00 A.M., Wednesday, March 10, 2021.** There is no charge for accessing the FTP site or downloading the bid documents. A hard copy of the bid documents will also be available for review at the office of the Westover Metropolitan Airport, 255 Padgette Street Chicopee, MA 01022, starting at **11:00 A.M. on Wednesday, March 10, 2021,** and continuing daily from Monday through Friday between 8:30 A.M. and 4:00 P.M. tel: 413-593-5543. All questions or requests for clarification regarding the bid documents or the project are to be submitted by email to airport.bids@stantec.com. The deadline for submission of questions is 7 calendar days prior to the bid opening:

East Longmeadow

us02web.zoom.us/j/99496305741?pwd=M2xJN2VxVC93OIJjcDZsSHE3cVRIZz09 PW: 714491 or by Phone +1 301 715 8592 Webinar ID: 994 9630 5741 for the following:

Case SP-E 2021-1: 0 Grove Street –Request by applicant for an Earth Removal Permit for the excavation of 4.95 +/- acres for a previously approved self-storage facility located at 0 Grove Street (Assessor's Parcel ID 15-32-E). Applicant: All Purpose Storage East Longmeadow, LLC, 4023 Dean Martin Drive, Las Vegas, NV 89103.

Information relating to this application is on file for public inspection at the office of Planning & Community Development, Town Hall, 60 Center Square. Please call 413-525-5400 x 1700 to receive an electronic version of the file.

For the Board,
Tyde Richards, Clerk
(March 22, 29)

Holyoke

PUBLIC HEARING NOTICE

The Holyoke Stormwater Authority will hold a Public Hearing on Monday, March 29, 2021 at 5:45 p.m. to hear, pursuant to Section 3 8.0 Article IV of the Holyoke Ordinance, an application for a Stormwater Permit by Salmar Realty, Inc. for the construction of a new commercial building and associated site improvements, including the installation of new stormwater management facilities, at 500 Easthampton Road, known as parcel 213-00-003.

Please be advised that the hearing will be held remotely via Zoom, Members of the public can access the meeting by calling a telephone number and entering the meeting ID and password. This information will be posted on the City's meeting website in advance of the meeting at www.holyoke.org/

Holyoke

Community Outreach Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 5th, 2021 at 5:00PM EST via zoom in accordance with the Community Outreach Meeting requirements of 935 CMR 500.400(2), 501.400(2) and 501.101(1)(a)(g). The Zoom Meeting ID is 880 654 5780. Those not able to attend via Zoom can participate over the phone by calling the toll-free number +1 929 205 6099. The proposal is for a Marijuana Testing Facility, and there will be no sales or cultivation manufacturing at the proposed site. The proposed Marijuana Testing Facility is anticipated to be located at 306 Race St Holyoke, MA 01040. There will be an opportunity for the public to ask questions. Please send your questions in advance to jferguson@gvalabs.com. All meeting materials will be posted on a Google Drive link to materials: https://drive.google.com/drive/u/1/folders/1eZxxFPmc9S7728FiOWpke5Oq4JQzbRwUY at least 24 hours in advance of the meeting.

Information to be presented will include:

1. The type of Marijuana Establishment to be located at the proposed address. 2. Information adequate to demonstrate that the location will be maintained securely. 3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors. 4. A plan by the Marijuana Establishment to positively impact the community; and 5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Green Valley Analytics, LLC
Jonathan Ferguson
Managing Member
(March 22)

Springfield

the City Council will give a hearing on Monday, March 29, 2021 at 6:30 P.M. via teleconference (Zoom), to all parties interested in the petition of:

Owner: Dask Partnership
By: Seth Croker
Petitioner:
Sterillis Solutions, LLD
By: Tony Batalha, COO

For a special permit for motor vehicle sales and service, at the property known as 140 Carando Drive (02347-0008)(Land Court Document #75903) as Allowed by M.G.L. and the Springfield Zoning Ordinance, Article 4, Table 4-4, Section 12.1 and 12.3(4).

To View Public Hearing:
CH 17 on Springfield's Comcast network or;
FOCUS Springfield Community TV Website
http://focusspringfield.com/watch/government

Public comment will also be taken in two segments. The first public-comment period will take place prior

3/22/21		6:00
3	WFSB	News
4	WBZ	News
5	WCVB	News
7	WHDH	News
8	WTNH	News
20	WCCT	Goldbergs
22	WWLP	22 News a 6PM (N)
24	WEDH	World New
30	WVIT	News
34	WTXX	Hechos
38	WSBK	Two Men
40	WGGB	ABC40 at 6pm
43	WHTX	Noticiero
51	WDMR	Noticiero

Gmail **Jonathan Ferguson <jferguson@gvalabs.com>**

Re: Green Valley Analytics - Community Outreach Meeting

1 message

Jonathan Ferguson <jferguson@gvalabs.com> Fri, Mar 19, 2021 at 4:49 PM
To: John Dyjach <dyjachj@holyoke.org>
Cc: Mark Zatyrka <mark.zatyrka@gmail.com>

Thank you John!
Have a great weekend.

On Fri, Mar 19, 2021, 4:14 PM John Dyjach <dyjachj@holyoke.org> wrote:

> I believe the State requires municipal authorization for a virtual Community Outreach Meeting. Keep the authorization below for your records.
>
> ***Per the CCC administrative order regarding virtual web-based community outreach meetings, please take this as Holyoke's written confirmation that the request for a virtual community meeting by Green Valley Analytics, LLC is approved.***
>
> _____
> John A. Dyjach
> Assistant Director, Economic Development Department
> Phone: (413) 322-5655
>
> On Fri, Mar 19, 2021 at 3:12 PM Jonathan Ferguson <jferguson@gvalabs.com> wrote:
>
> > Good Afternoon,
> >
> > I would like to file a notice with the Clerk of the City of Holyoke regarding the community outreach meeting for Green Valley Analytics, as required by the MA Cannabis Control Commision and 935 CMR 500.
> > Please see attached and let me know if you need anything else from me.
> >
> > Thank you, and have a great weekend!
> >
> > --
> > Regards,
> >
> > Jonathan Ferguson
> > CEO | Green Valley Analytics LLC
> > jferguson@gvalabs.com
> > 413-629-9728

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Postage	$0.55
Total Postage and Fees	$7.00

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Postage	$0.55
Total Postage and Fees	$7.00

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Postage	$0.55
Total Postage and Fees	$7.00

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Street and Apt. No., or PO Box No. 650 New Ludlow Rd.
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Postage $0.55	03/19/2021
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Total Postage and Fees $7.00	
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Postage $0.55	03/19/2021
$	
Total Postage and Fees $7.00	
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Total Postage and Fees	$7.00
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Total Postage and Fees	$7.00
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Postage	$0.55
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Total Postage and Fees	$7.00
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Postage	$0.55
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Total Postage and Fees	$7.00
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☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$0.55	
Total Postage and Fees	$7.00	03/19/2021

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Street and Apt. No., or PO Box No. 20 West St.
City, State, ZIP+4® Hatfield, MA 01038

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☐ Certified Mail Restricted Delivery	$0.00	
☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$0.55	
Total Postage and Fees	$7.00	03/19/2021

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City, State, ZIP+4® Holyoke, MA 01040

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☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$0.55	
Total Postage and Fees	$7.00	03/19/2021

Sent To [redacted]
Street and Apt. No., or PO Box No. 10 Patriots Pkwy #315
City, State, ZIP+4® Weymouth, MA 02190

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Positive Impact Plan

Cannabis prohibition in Massachusetts has had a disproportional impact on geographic areas and populations in the Commonwealth. Green Valley Analytics hopes to implement a plan to offset the impact of prohibition in areas that have experienced subsequent hardship. The company is an Independent Testing Laboratory (ITL) located in Holyoke, servicing licensed marijuana cultivators, product manufacturers, and retailers. GVA Labs has a mission to bring legitimacy to the cannabis industry, and part of that mission is working to help fix the damage that cannabis prohibition has caused. The company's positive impact plan addresses a goal to assist an area designated as of disproportionate impact, a program to achieve this goal, and metrics to measure the efficacy of the program.

Goal

The company plans to donate at least $5,000.00 on an annual basis to Holyoke Community College's Cannabis Center of Excellence program in Holyoke, MA.

Program

GVA Labs shall donate at least $5,000.00 to Holyoke Community College's Cannabis Center of Excellence program and join their Internship Program to help those that are interested in joining the cannabis industry. These monetary donations will assist the organization in its mission to serve those interested in joining the cannabis industry in the Holyoke community, a community that has been disproportionately impacted as defined by the Cannabis Control Commission.

Metrics

The donations to HCC will be made before the end of each calendar year. Senior management shall meet with the company's controller at the end of Q3 each year to plan for the year-end pledge to the organization. This time is when any additional assets shall be allocated to the base of $5,000.00. GVA Labs will establish a relationship and will continue to maintain that relationship with quarterly update meetings between senior management and the director of Holyoke Community College's Cannabis Center of Excellence program.

Goal

The company plans to organize and participate in community cleanups in Holyoke, MA.

Program

GVA Labs shall donate at least one day per quarter to help the local neighborhoods by participating in and organizing a community cleanup. This will assist the organization in its mission to serve the local neighborhoods and community that has been disproportionately impacted as defined by the Cannabis Control Commission.

Metrics

The community cleanups will be organized before the end of each quarter. Senior management shall be responsible for the organization of these activities. GVA Labs will establish a relationship and will continue to maintain that relationship with quarterly update meetings between senior management and community members.

In addition to the periodic reviews set forth in the Metrics section of each goal, the progress of each goal contained within the plan shall be documented annually for purposes of license renewal. This report shall be furnished to the Commission upon submission of the renewal application. The activities outlined in the above plan comply with the limitations on advertising set forth in 935 CRM 500.105(4) and will not display any marketing, advertising, branding, or sponsorship activities prohibited in the regulation. Any actions taken or programs instituted by the company shall not violate the Commission's regulations with respect to limitations on ownership or control. Additionally, this plan shall remain compliant with all applicable state laws and regulations.

March 1, 2021

To Whom It May Concern:

Please know that our organization Cannabis Center of Excellence is happy to accept financial and in-kind donations from Green Valley Analytics, LLC. We are looking forward to partnering with them on our new program related to experiential learning for those negatively impacted by the war on drugs in Massachusetts launching Summer 2021. You can learn more about the program and work at www.cannacenterofexcellence.org

Thank you.

Marion McNabb, DrPH, MPH
President
Cannabis Center of Excellence
404-985-8149
marion@cannacenterofexcellence.org

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

December 29, 2020

TO WHOM IT MAY CONCERN:

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

GREEN VALLEY ANALYTICS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 23, 2020.**

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

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

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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

Processed By:sam

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

mass.gov/dor

Letter ID: L0895331648
Notice Date: February 25, 2021
Case ID: 0-001-110-013

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

GREEN VALLEY ANALYTICS LLC
39 WESTVIEW TER
EASTHAMPTON MA 01027-2152

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

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: 001471956

1. The exact name of the limited liability company is: GREEN VALLEY ANALYTICS, LLC

2a. Location of its principal office:
No. and Street: 39 WESTVIEW TERRACE
City or Town: EASTHAMPTON State: MA Zip: 01027 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 39 WESTVIEW TERRACE
City or Town: EASTHAMPTON State: MA Zip: 01027 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:
ANALYTICAL TESTING LAB

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: JONATHAN FERGUSON
No. and Street: 39 WESTVIEW TERRACE
City or Town: EASTHAMPTON State: MA Zip: 01027 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JONATHAN FERGUSON	39 WESTVIEW TERRACE EASTHAMPTON, MA 01027 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MARK ZATYRKA	39 WESTVIEW TERRACE EASTHAMPTON, MA 01027 USA

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

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

9. Additional matters:

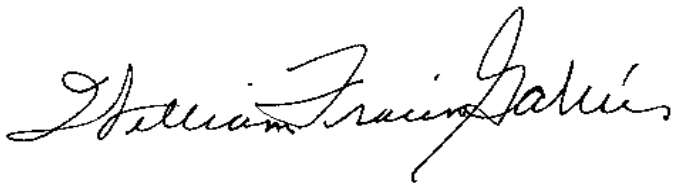
SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of November, 2020,
JONATHAN FERGUSON

(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:

November 23, 2020 05:59 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Green Valley Analytics, LLC
306 Race Street
Holyoke, MA 01040

April 12, 2021

RE: Department of Unemployment Assistance – Certification of No Employees
Application Number: ILN281359

Green Valley Analytics, LLC (the "Company") hereby certifies and attests that is does not have any employees and does not anticipate hiring any employees until receipt of a provisional license from the Massachusetts Cannabis Control Commission (the "Commission").

Because it has no employees, the Company cannot register with the Massachusetts Department of Unemployment Assistance (the "DUA"). Upon hiring its first employee, the Company will register with the DUA and obtain and provide to the Commission a Certificate of Good Standing from the DUA.

Attested as of the date set forth above:

Green Valley Analytics, LLC

By: _____
Jonathan Ferguson, Manager

GREEN VALLEY ANALYTICS, LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of Green Valley Analytics, a Massachusetts limited liability company, (the "LLC") dated as of February 15, 2021, is by and among the Members set forth on **Schedule A**.

RECITALS

The LLC was formed on November 23, 2020 as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act at Massachusetts General Laws Chapter 156C (the "Act"). The Members now desire to set forth their respective rights and obligations in written form, all in accordance with and subject to the terms and conditions of this Agreement, which was unanimously adopted by the Members

TERMS

In consideration of their mutual covenants herein, the parties hereby agree as follows:

1. Members; Manager.

a. Those persons set forth on **Schedule A**, attached hereto, and each person hereafter admitted to membership in the LLC, from time to time, and who has not disassociated as a member as provided herein or in the Act, are each herein referred to as a "Member" and collectively as the "Members." The Members of the LLC, and the number and type of Units held by each, are set forth in **Schedule A** hereto.

b. The LLC shall be managed by one or more persons from time to time serving as Manager. The current Manager is **Jonathan Ferguson**. The Members may remove any Manager and may appoint one or more persons to serve as Manager, by action of a Majority in Interest of the Members. Subject to and except as otherwise provided in this Agreement, any Manager may exercise all the powers and privileges granted by the Act, any other applicable law, or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, property or affairs of the LLC. There need only be one Manager and no Manager need be a Member of the LLC. If there is more than one person serving as Manager and any such person becomes unwilling or unable or ceases to so serve, the remaining person or persons so serving shall serve as Manager or Managers, as the case may be. If any Manager is removed as Manager or is unwilling or unable or ceases to serve as Manager, and there is no Manager then serving, a Majority in Interest of the Members may appoint a successor. The Members may from time to

time appoint one or more additional Managers by action of a Majority in Interest of the Members.

c. All decisions of the Members entitled to vote on a matter shall be made by action of those Members holding at least 60% of the then issued and outstanding Voting Units (a "Majority in Interest"), unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required. No meeting or notice shall be required for any such action, and a Majority in Interest of the Members may act by written consent without notice to the remaining Members. No Member, by reason of such Member's status as such, shall have any authority to act for or bind the LLC, and may only vote upon or approve the actions specified herein to be voted upon or approved by the Members.

d. "Membership Interest" means, an interest in the LLC owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), (i) to any allocations of Profits, Losses and other items of income, gain, loss and deduction of the LLC; (ii) to a distribution of the assets of the LLC; (iii) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (iv) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Act. "Percentage Interest" means, as to each Member, the percentage that the number of Units owned by such Member is of the number and type of Units owned by all Members, as set forth from time to time opposite such Member's name on **Schedule A** hereto, and as determined pursuant to Section 1(g) herein. The Managers shall amend such schedule from time to time in accordance with the provisions hereof. The combined Percentage Interests of all Members of the LLC shall at all times equal 100 percent.

e. "Units" means the units issued hereunder in respect of a Member's Membership Interest, and shall also include any equity security issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization. The LLC shall have two classes of Units, Class A and Class B, which shall have the rights and interests as set forth herein. Class A Units shall be "Voting Units" and Class B Units shall be "Non-Voting Units. Members holding Voting Units shall have the right to vote on matters presented to the Members. Unless a Member holds Voting Units, such Member shall have no right to vote such Membership Interest except as required by law.

f. As of the date hereof, the LLC shall have the following Units authorized and issued:

i. 100,000 Class A Units authorized, of which **47,500** are issued and outstanding.

ii. 10,000 Class B units authorized, of which **0** are issued and outstanding. The Class B Units (i) shall be issued pursuant to the Plan (or any successor plan) and be subject to the terms and conditions set forth in this Agreement, the Plan (or any successor plan) and any applicable Award Agreement and (ii) may be granted subject to a Hurdle Amount so as to cause such Class B Unit to constitute a "profits interest" (within the meaning of IRS Revenue Procedure 93-27 and 2001-43) for federal income tax purposes. Members shall not be required to make any capital contribution to the LLC in respect of their Class B Units, and such Class B Members shall have an initial Capital Account of zero with respect to any Class B Units issued. The LLC shall treat each Member holding a Class B Unit as the owner of a profits interest from the date the Class B Unit is granted, and shall allocate to such Member such Member's distributive share of all items of income, gain, loss, deduction and credit associated with such profits interest as required pursuant to this Agreement. Such Class B Members shall take into account such distributive share in computing their federal income tax liability for the entire period during which they hold their Class B Units. All Class B Units are intended to constitute "profits interests" for federal income tax purposes, and the provisions of this Agreement shall be interpreted and applied in accordance with that intent; provided, that none of the LLC, or any other Person shall have liability to any Person in connection with any determination made by, or position taken by, any taxing or other governmental authority or the LLC that any Class B Unit does not constitute a "profits interest" for federal income tax purposes for any reason.

g. The Percentage Interest represented by each Units shall, with respect to each Class of Units, be determined as follows:

i. The Class B Units, collectively, shall have a Percentage Interest equal to the number of Class B Units issued and outstanding from time to time divided by the total number of Class B Units authorized, multiplied by 10%. Each individual Class B Unit shall have a Percentage Interest equal to the total Percentage Interest of all Class B Units multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of all authorized Class B Units.

ii. The Class A Units shall have a Percentage Interest such that the total Percentage Interest shall equal 100 percent. Each individual Class A Unit shall have a Percentage Interest equal to the total Percentage Interest of

all Class A Units collectively, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of issued and outstanding Class A Units.

h. The Manager, or, if more than one Manager, by a writing executed by a majority of the Managers, may appoint one or more officers of the LLC, each officer to perform such duties as the Managers may by such writing assign to such officer. No officer need be a Manager or a Member. An officer may be removed from office by a writing executed by a majority of the Managers. Neither the creation of any officer position nor the appointment of any officer shall limit the Managers' ability to exercise all the powers and privileges granted by the Act, any other law, or this Agreement, together with any powers incidental thereto.

i. Notwithstanding anything to the contrary herein, the Managers shall not, without first obtaining the consent or written approval of those Members holding more than fifty percent (50%) of the total Units then issued and outstanding, (a) sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company for a sum of less than Twenty-Five Million Dollars ($25,000,000.00); (b) merge the Company with any other entity; (c) amend the certificate of organization of the Company or this Agreement; (d) substantially change the nature of the business of the Company; or (e) commence a voluntary bankruptcy case for the Company.

2. Capital Contributions; Capital Accounts; and Liability of Members.

a. Each Member holding Voting Units has contributed cash and other property to the capital of the LLC as reflected in the LLC's records. No Member shall be obligated to make any additional Capital Contributions to the LLC. Additional Capital Contributions may be made by any Member with the written consent of a Majority in Interest of the Members and all of the Managers then serving, and shall be reflected on **Schedule A** hereto.

b. No interest shall accrue on any Capital Contribution to the LLC, and no Member shall have the right to withdraw or to be repaid any Capital Contributions of such Member or to receive any other payment in respect of such Member's Membership Interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

c. A separate Capital Account shall be established for each Member, and shall be maintained in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any Capital Contributions (net of any liabilities securing the contributed property that the LLC assumes or takes subject to) made by such Member to the LLC, the amount of any LLC liability

assumed by such Member (other than in connection with the distribution of LLC property), and such Member's allocated share of the net profits of the LLC, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member (net of any liabilities such Member assumes or takes subject to) the amount of any liabilities of such Member assumed by the LLC (other than in connection with a contribution), and such Member's allocated share of the net losses of the LLC. The current Capital Account balance of each Member as of the date hereof is set forth on **Schedule A**.

d. No Member, in such Member's capacity as a Member or Manager, shall have any liability to restore any negative balance to such Member's Capital Account. In no event shall any Member, in such Member's capacity as a Member or Manager, be personally liable for any debt, liability or obligation of the LLC.

3. Return of Capital Contributions. No Member may demand return of such Member's Capital Contributions. Each Member's Capital Contributions shall be returned to such Member upon the termination and liquidation of the LLC to the extent the remaining assets of the LLC are sufficient therefore after distributions pursuant to the Act. With the written consent of a Majority in Interest of the Members and all of the Managers then serving the Member's Capital Contribution may be distributed to the Member prior to termination and liquidation to the extent permitted by the Act. No Member may demand or receive property other than cash in return for such Member's Capital Contributions.

4. **Distributions.**

a. Distributions of Net Available Cash. From and after the Effective Date and prior to dissolution, the LLC shall make distributions of Net Available Cash less any amounts withheld subject to Section 4(d). Any such distributions shall be made to the holders of Class A and Class B Units in proportion to the Percentage Interest held by each such holder; provided, that no distributions shall be made under this Section 4(a) with respect to any Class B Unit subject to a Hurdle Amount until such time as the aggregate amount of distributions that would have been made under this Section 4(a) with respect to such Units but for this proviso equals the Hurdle Amount with respect to such Class B Unit.

b. Distributions Upon Dissolution. Upon the dissolution of the LLC, the LLC's cash, the proceeds, if any, from the disposition of the LLC's noncash assets and those noncash assets available for distribution to the Members, shall be distributed in accordance with Section 4(a).

c. For the avoidance of doubt, in respect of any Class B Unit subject to a Hurdle Amount, (i) until the Hurdle Amount is achieved, distributions pursuant to Section 4(a) above shall be made as if such Class B Unit was not issued and (ii) the holder of such Class B Unit shall not be entitled to any catch up distributions for amounts distributed prior to achievement of the Hurdle Amount. Further, for any Class B Unit that is not vested and for which the

Hurdle Amount is achieved at the time a distribution pursuant to Section 4(a) above is made, (i) until the Class B Unit becomes vested, such distribution shall not be made to such holder and (ii) any such distribution that would have been made to such holder had the Class B Unit been a Vested Class B Unit shall be distributed to the holder thereof at such time as, or following, the Class B Unit becoming a Vested Class B Unit (if at all). Any amounts that are not so distributed to a holder of a Class B Unit because the Class B Unit does not become a Vested Class B Unit or because such Class B Unit is otherwise cancelled, forfeited or repurchased shall be distributed to the Members pursuant to Section 4(a) in such amounts as such Members would have received if such Class B Unit was not outstanding at the time such amounts were initially distributed.

d. All amounts withheld pursuant to the Code or any federal, state, local or non-U.S. tax law with respect to any payment, distribution or allocation to a Member, or which the LLC is otherwise required to pay to any governmental agency because of the status of a Member of the LLC (including, without limitation, any interest, penalties and expenses associated with such payments) shall be treated as amounts distributed to such Member for all purposes of this Agreement. The Manager is authorized to cause the LLC to withhold from distributions to a Member, or with respect to allocations to Members and in each case to pay over to the appropriate federal, state, local or non-U.S. government any amounts required to be so withheld; furthermore, the Manager is authorized to cause the LLC to withhold from distributions to Members amounts in respect of any taxes paid, or to be paid, by the LLC with respect to an "imputed underpayment" within the meaning of Section 6225 of the Code, with the amount of such "imputed underpayment" determined taking into account any adjustment to distributive shares under Section 6225(b)(2) of the Code and modifications to such imputed underpayment pursuant to Section 6225(c) of the Code. The Manager shall allocate any such withheld amounts to the Members in respect of whose distribution or allocation the tax was withheld and shall treat such withheld amounts as actually distributed to such Member. Each Member further agrees to indemnify the LLC in full for any amounts paid pursuant to this Section 4(d) (including, without limitation, any interest, penalties and expenses associated with such payments that have not been withheld pursuant to this Section 4(d)), and each Member shall promptly upon determination of an obligation to indemnify the LLC pursuant to this Section 4(d) make a cash payment to the LLC equal to the full amount determined to be indemnified with interest to accrue on any portion of such cash payment not paid in full when determined, calculated at the Default Rate, compounded as of the last day of each year (but not in excess of the highest rate per annum permitted by law). Additionally, the LLC shall be entitled to deduct and offset any amounts owed to the LLC by a Member hereunder from amounts otherwise payable or distributable to such Member. The provisions of this Section 4(d) shall survive the termination, dissolution and winding up of the LLC, any Transfer or withdrawal of any Member and shall remain binding on all current and former Members.

e. Tax Liability Distributions. At least 10 days prior to the earliest due date for payment by the Members of income taxes or quarterly estimated taxes ("Estimated Taxes"), the

Manager shall cause the LLC to make cash distributions to all Members ("Taxes Advances") on a pro rata basis based on such Member's Percentage Interest in an amount sufficient to pay all applicable income taxes on any individual Holder's taxable income and gain from the LLC, or estimated taxable income and gain from the LLC, as the case may be, calculated as if such taxes were payable at the highest federal, state and local income tax rates applicable to such Member (such Member's "Tax Amount"), provided however, that such cash distributions in the aggregate shall not exceed Net Available Cash.

If, at any time after the final Tax Advances have been distributed with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), the LLC shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount before the seventy-fifth (75th) day of the next succeeding Fiscal Year. If the aggregate Tax Advances made to any Member pursuant to this Section for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section. Any distributions made pursuant to this Section shall reduce, dollar-for-dollar, the amount otherwise distributable to each Member of the LLC pursuant to this Section 4(e). If the LLC fails to distribute the Shortfall Amount for the previous Fiscal Year, taking into account any Excess Amount previously distributed, on or before the 75th day of the subsequent Fiscal Year (each, a "Tax Distribution Deadline"), then the Manager of the LLC shall, upon receipt of a written request of any Member (a "Tax Election Request") immediately take all action necessary to cause the LLC to elect to be taxed as a Corporation for all federal and state income tax purposes. Each Member may delver a Tax Election Request within 60 days following the applicable Tax Distribution Deadline.

5. Allocations of Profits and Losses.

a. Except as otherwise provided in the Regulatory Allocations Schedule attached hereto as **Schedule B**, Profits (and items thereof) and Losses (and items thereof) for each taxable year, or portion thereof, shall be allocated among the Members such that the ending Capital Account of each Member, immediately after giving effect to such allocations, is, as nearly as possible, equal to the amount of the distributions that would be made to such Member pursuant to Section 4(b) if (i) the LLC were dissolved and terminated at the end of the Fiscal Year; (ii) its affairs were wound up and each asset on hand at the end of the Fiscal Year were sold for cash equal to its Agreed Value; (iii) all liabilities of the LLC were satisfied (limited with respect to each nonrecourse liability to the fair market value of the assets securing such liability); and (iv) the net assets of the LLC were distributed to the Members in accordance with Section 4(b); provided, however, for purposes of determining distributions pursuant to the immediately preceding clause (iv), all outstanding Class B Units, whether vested or unvested, shall be entitled to their proportionate share of such distributions but will remain subject to any

applicable Hurdle Amount with respect to such Class B Units. The allocations made pursuant to this Section 5(a) and **Schedule B** are intended to comply with the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder and, in particular, to reflect the Members' economic interests in the LLC as set forth in Section 4, and the Manager may modify this Section 5(a) and **Schedule B** to the extent necessary to implement such intention.

b. Code Section 704(c) Tax Allocations. Income, gain, loss and deduction with respect to any Section 704(c) Property shall, solely for tax purposes, be allocated among the Members in accordance with the "traditional method" as described under Treasury Regulations Section 1.704-3(b) so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Agreed Value pursuant to any permitted method as determined by the Manager. Any elections or decisions relating to allocations under this Section 5(b) shall be determined by the Manager. Notwithstanding any other provision of this Agreement, allocations pursuant to this Section 5(b) are solely for purposes of federal, state and local taxes and shall not be taken into account in computing any Member's Capital Account, share of Profits, Losses, allocation of Adjusted Taxable Income or distributions pursuant to any provision of this Agreement.

c. Allocations Attributable to Particular Periods. For purposes of determining Profits, Losses or any other items allocable to any period, such items shall be determined on a daily, monthly or other basis, as determined by the Manager using any permissible method under Code § 706 and the Treasury Regulations promulgated thereunder.

d. Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Members in the same proportion as they share Profits or Losses, as the case may be, for the year.

e. The Members are aware of the income tax consequences of the allocations made by this Section 5 and by the Regulatory Allocations and hereby agree to be bound by and utilize those allocations as reflected on the information returns of the LLC in reporting their shares of LLC income and loss for income tax purposes. Each Member agrees to report its respective distributive share of LLC items of income, gain, loss, deduction and credit on its separate return in a manner consistent with the reporting of such items to it by the LLC. Any Member failing to report consistently shall notify the Internal Revenue Service of the inconsistency as required by law and shall reimburse the LLC for any legal and accounting fees incurred by the LLC in connection with any examination of the LLC by federal or state taxing authorities with respect to the year for which the Member failed to report consistently. The Partnership Representative may, but shall not be obligated to, elect to adjust the basis of the assets of the LLC for federal income tax purposes in accordance with Section 754 of the Code.

6. Transfer Restrictions and Rights; Drag-Along and Tag-Along Provisions.

a. No Member may Transfer such Member's Membership Interest in the LLC or any interest therein without the written consent of all of the other Members holding Voting Units and all of the Managers then serving, and any purported assignment without such consent shall be null and void and of no effect whatsoever. Notwithstanding the foregoing: (1) A Member who is a natural person may transfer Units (A) to Member's parents, siblings, spouse, children and grandchildren (collectively "Relatives") or trusts for the benefit of such Relatives, irrespective of the age of the beneficiaries of such trusts and (B) upon such Member's death to the legal representatives of such Member's estate and any subsequent disposition by such representatives in accordance with applicable law, provided that with respect to any Transfers made pursuant to clause (A) of this Section 6(a)(1), the transferring Member shall remain the Member for all non-economic purposes set forth in this Agreement (e.g., voting of any such Units) and further provided that following any Transfer made pursuant to clause (B) of this Section 6(a)(1), such Units shall cease to have any rights to vote on any matter; (2) A Member that is not a natural person may Transfer Units to Affiliates of such Member; and (3) any Member may transfer its Units to any other Member; provided that the parties to whom such Units are proposed to be Transferred pursuant to Section 6(a)(1) executes and delivers to the LLC a Joinder Agreement in substantially the form attached hereto as **Schedule D** and further provided that any such Transfer shall not violate the Cannabis Laws, as defined hereafter, or adversely affect any license issued to the LLC or any member of the LLC Group by the CCC, as defined hereafter, or an equivalent agency in any jurisdiction in the which the LLC does or seeks to do business and is otherwise made in compliance Section 6(n).

b. Notwithstanding the foregoing, the holders of a Majority in Interest (collectively, the "Seller"), in connection with a proposed Transfer of at least 80% of the Units held by the Seller, may require all other Members to Transfer a percentage (the "Drag Along Sale Percentage") of the Units then held by such Member equal to the percentage of the total amount of Units then held by the Seller that are proposed to be Transferred.

c. If the Seller elects to exercise the Seller's rights under Section 5(b), the Seller shall deliver a written notice (the "Drag Along Notice") to each other Member, including holders of any warrants or vested options, if any (each a "Participating Member" and, together with the Seller, collectively, the "Drag Along Sellers"). The Drag Along Notice shall set forth the principal terms of the proposed Transfer insofar as it relates to such Units including (i) the number and class, if applicable, of Units to be acquired from the Seller, (ii) the Drag Along Sale Percentage, (iii) the per Unit consideration to be received in the proposed Transfer, taking into account the adjustment to the purchase price as set forth in Section 6(e) below, and (iv) the name and address of the prospective buyer. If the Seller consummates the proposed Transfer to which reference is made in the Drag Along Notice, each Participating Member shall be bound and obligated to Transfer the Drag Along Sale Percentage of such Participating Member's Units

in the proposed Transfer on the same terms and conditions as the Seller shall Transfer the Seller's Units. Within 10 days after the delivery of the Drag Along Notice, each Participating Member shall deliver to the Seller (or such representative of the Seller as may be identified in the Drag Along Notice) instruments representing the Units to be included in the proposed Transfer, together with a limited power-of-attorney authorizing the Seller or such representative to Transfer such Units (collectively, the "Transfer Documents") on the terms set forth in the Drag Along Notice and wire instructions for payment of the cash portion of the consideration to be received in such proposed Transfer. If any Participating Member fails to deliver the Transfer Documents prior to the consummation of such proposed Transfer, the LLC shall cause the books and records of the LLC to show that such Units held by such Participating Member are bound by the provisions of this Section 6 and that such Units shall be Transferred immediately on the LLC's books and records to the buyer in such Transfer if the proposed Transfer is consummated.

d. The Seller shall have a period of 120 days from the delivery of the Drag Along Notice to consummate the proposed Transfer on the terms and conditions set forth in such Drag Along Notice, provided that, if such proposed Transfer is subject to regulatory approval, such 120-day period shall be extended until the expiration of 10 days after all such approvals have been received, but in no event later than 180 days following the delivery of the Drag Along Notice to the Participating Members. If the proposed Transfer is not consummated during such period, the Seller shall promptly return to each of the Participating Members the limited power-of-attorney (and all copies thereof) and all certificates and other applicable instruments that the Participating Members delivered to the Seller, together with any other documents in the possession of the Seller executed by the Participating Members in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Units owned by the Participating Members shall again be in effect.

e. If any Drag-Along Seller must or desires to include any:

(i) Units that would be issued upon the exercise of a warrant or vested option in any proposed Transfer subject to this Section 6, such Drag-Along Seller shall be deemed to have exercised, converted or exchanged such warrants or vested option immediately prior to the closing of such proposed Transfer to the extent necessary to Transfer the Drag Along Sale Percentage of such Drag Along Seller's Units to the prospective buyer, except to the extent permitted under the terms of any such warrant or option and agreed by the prospective buyer, and shall receive in exchange therefor consideration equal to the amount (if greater than zero) determined by multiplying (x) the purchase price per Unit in such Transfer less the exercise price, if any, per Unit of such warrant or vested option by (y) the number of Units issuable upon exercise, conversion or exchange of such warrant or vested option (to the extent exercisable,

convertible or exchangeable at the time of such Transfer), subject to withholding for any tax or other amounts required to be withheld under applicable law; or

(ii) Class B Units subject to a Hurdle Amount in any proposed Transfer subject to this Section 6, such Drag-Along Seller shall receive in exchange therefor consideration equal to the amount (if greater than zero) of the purchase price per Unit in such Transfer less the Hurdle Amount, if any, per Class B Unit, subject to withholding for any tax or other amounts required to be withheld under applicable law.

f. Concurrently with the consummation of the Transfer, the Seller shall remit or cause to be remitted to each of the Participating Members that have delivered the Transfer Documents and the total consideration to be paid at the closing of the Transfer (the cash portion of which is to be paid by wire transfer of immediately available funds in accordance with such Member's wire transfer instructions) for such Participating Member's Units Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by such Participating Members.

g. The Seller shall, in the Seller's sole discretion, decide whether or not to pursue, consummate, postpone or abandon any Transfer and the terms and conditions thereof. No Seller shall have any liability to any other Drag Along Seller arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer except to the extent such Seller fails to comply with the provisions of this Section 6.

h. Tag-Along Right. If any Member proposes to sell any Units held by such Member to any individual or entity (a "Proposed Purchaser") other than Transfers (i) in a public offering, (ii) in a sale to the public pursuant to Rule 144, or (iii) sales made by Sellers in full compliance with Section 6(b) – (g) and Section 6(m) and (n), then, provided the transfer is approved pursuant to Section 6(a), the selling Member will promptly notify each other holder of Units of the LLC in writing (a "Sale Notice") of such proposed sale (a "Proposed Sale") and the material terms of the Proposed Sale as of the date of the Sale Notice (the "Material Terms"). If within 30 days of the delivery of the Sale Notice, the selling Member receives a written request (a "Sale Request") to include Units held by one or more Members (the "Tag Along Members") in the Proposed Sale, the Units so held by the Tag Along Members shall be so included as provided herein.

i. The maximum number of Units that each Tag Along Member may include in a Proposed Sale pursuant to a Sale Request will be the product of (i) the number of Units held by the Tag Along Member on the date of the Sale Notice, plus the number of Units issuable upon exercise of warrants or vested options option (to the extent exercisable, convertible or

exchangeable at the time of such Proposed Sale) then held by such Tag Along Member, and (ii) the ratio of (1) the number of Units that the selling Member proposes to sell in the Proposed Sale, to (2) the number of Units then held by such selling Member, rounded up to the next whole Units, provided that a Tag Along Member may elect to sell a lesser number of Units. A Tag Along Member may also elect to sell Units issuable upon exercise of a warrant or vested option, provided that the delivery of a Sale Request shall specify which, if any, of the Units subject to such Sale Request are issuable upon exercise of a warrant or vested option, and the Sale Request will constitute an irrevocable exercise notice pursuant to such warrant or vested option for the number of Units proposed to be sold; provided that (x) such exercise shall be revocable in the event that the transaction contemplated by the Sale Notice is not consummated and (y) the inclusion of the Units subject to such warrant or vested option in the Proposed Sale shall be subject to receipt by the LLC, prior to the closing of such Proposed Sale, of the exercise price for the Units to be issued under the warrant or vested option and sold in the Proposed Sale, and to compliance by the holder with the other terms and conditions of such warrant or vested option. Each Tag Along Member may also designate the number and class of Units held by such Tag Along Member to be included in the Proposed Sale.

j. Except as may otherwise be provided herein, Units subject to a Sale Request will be included in a Proposed Sale pursuant hereto and to any agreements with the Proposed Purchaser relating thereto, on the same terms and subject to the same conditions applicable to the Units that the selling Member proposes to sell in the Proposed Sale, taking into account the adjustment to the purchase price as set forth in Section 6(e) above. Such terms and conditions shall include, without limitation: the sale consideration; the payment of fees, commissions and expenses; the provision of, and representations and warranties as to, information requested of the selling Member; and the provision of requisite indemnifications; provided, that the representations and warranties required to be made by any Tag Along Member who is not an officer of the LLC shall be limited to matters involving ownership of the Units to be transferred by such Tag Along Member and the ability of such Tag Along Member to dispose of such Units without restriction or encumbrance.

k. Upon delivering a Sale Request, each Tag Along Member, if requested to do so by the selling Member, shall execute and deliver the Transfer Documents and such other documents as reasonably requested by the Seller with respect to the Units that are to be included in the Proposed Sale pursuant hereto.

l. Each Tag Along Member will execute such other agreements as the selling Member may reasonably request in connection with the consummation of a Proposed Sale and Sale Request and the transactions contemplated thereby.

m. The LLC shall have the right, but not the obligation, to purchase a Member's Units upon: (i) the occurrence of any background event that would raise suitability issues with

respect to such Member under 935 CMR 500.801 or 935 CMR 500.802, or the equivalent of such regulations in any state or territory where the LLC or its Affiliates and Subsidiaries (collectively, the "LLC Group") does or seeks to do business; (ii) a Member's failure or inability to be registered as a Marijuana Establishment Agent, as the case may be, by the Massachusetts Cannabis Control Commission, or the equivalent of such agency in any state or territory where the LLC Group does or seeks to do business; (iii) a Member, who is not a natural person, failure to maintain its corporate status in good standing; and (iv) a Member's failure to provide information and documentation requested by the LLC Group, within seven (7) days of such request, in connection with the LLC Group's application for, or maintenance or renewal of a license from the Massachusetts Cannabis Control Commission (the "CCC") or in connection with any investigation initiated by the CCC or in connection with any other filing with the CCC by the LLC, including but not limited to any application relating to the Transfer of any Units or any change of control of the LLC. The purchase price for the Units purchased by the LLC pursuant to this Section 6(h) shall be the lesser of Twenty-five percent (25%) of such Units' fair market value, as determined by the Manager in the Manager's sole discretion or the Units' "book value" as determined by the Manager in the Manager's sole discretion, and shall be payable over 10 years in quarterly installments with interest accruing at the lowest applicable federal rate. The LLC shall provide notice to such Member of the exercise of the foregoing option and such Member's Units shall immediately be redeemed in accordance with this provision with no further action required on behalf of the Member.

n. Any Transfer may be subject to compliance with M.G.L. c. 94 G M.G.L. c. 94L, and 935 CMR 500.00 – 502.00, as amended (the "Cannabis Laws"). If approval of the CCC is required under the Cannabis Laws for any Transfer, all of the Managers must first approve the proposed Transfer prior to the transferring Member or the transferee seeking approval from the CCC, and such proposed Transfer shall be contingent upon receiving approval from the CCC. Any Transfer in violation of the Cannabis Laws is void.

7. Initial Issuance of Units, Admission of Additional Members.

a. The LLC has authorized the Units set forth in Section 1(f) above and, as of the date hereof, has issued the Units set forth on **Schedule A**. The LLC is authorized to issue any authorized, but unissued, Units upon the approval of a majority of the Managers then serving, provided that the recipient of such newly issued Units executes and delivers to the LLC a Joinder Agreement in substantially the form attached hereto as **Schedule D** and delivers such other documents, instruments and consideration as the Managers determine in connection with such issuance.

b. In addition to the foregoing, the LLC is authorized to raise additional capital by first authorizing and then offering and selling, or causing to be offered and sold, additional Units ("Additional Units") to any Person if such new Units are authorized by all of the

Managers and a Majority in Interest of the Members. Any such authorization shall be deemed to be an amendment of this Agreement and Section 1(f) shall be amended to reflect such Additional Units. Each Person who subscribes for any of the Additional Units shall be admitted as an additional member of the LLC (each, an "Additional Member" and collectively, the "Additional Members") at the time such Person executes and delivers to the LLC an executed Joinder Agreement in substantially the form attached hereto as **Schedule D** and delivers such other documents, instruments and consideration as the Managers determine in connection with such issuance.

c. If Additional Units are issued pursuant to this Section 7, such Additional Units will be treated for all purposes of this Agreement as Units as of the date of issuance.

8. Priorities. No Member, in such Member's capacity as a Member, shall have any rights or priority over any other Member as to contributions, distributions or compensation.

9. Dissolution. The LLC may be dissolved only by decree of judicial dissolution under Section 44 of the Act or by vote of a Majority in Interest.

10. Termination of Membership. No Member may withdraw from the LLC or have any right to distributions respecting such Member's Membership Interest upon withdrawal or resignation from the LLC or otherwise, except as expressly set forth herein or pursuant to the Plan.

11. Tax Status, Books and Records.

a. The Members intend that the LLC be taxed as a partnership for all purposes, and the Members shall execute such documents and take such actions as may reasonably be required to qualify for and maintain partnership treatment for all tax purposes.

b. The Managers shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Managers shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books, or may request and receive electronic versions of such books of account by electronic mail to the Managers.

c. Such books shall be kept on such method of accounting as the Manager may from time to time determine. However, the method of accounting used for tax purposes shall be used for LLC accounting purposes except as a Majority in Interest of the Members may otherwise determine. The fiscal year of the LLC shall be the calendar year.

d. **Jonathan Ferguson** shall be the "Partnership Representative" of the LLC for purposes of the Code.

12. Indemnity; Other Business.

a. The LLC shall indemnify and hold harmless each Member and Manager against any and all claims and demands that are substantially related to their membership or management of the LLC. Such indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if such Member or Manager, as the case may be, shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any such indemnification may be provided although the person to be indemnified is no longer a Member or Manager. However, no indemnification shall be provided for any person with respect to any matter as to which such Member or Manager, as the case may be, shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action of the Member or Manager, as the case may be, was in the best interest of the LLC.

b. Except as otherwise provided herein, each Member and each Manager of the LLC and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as owners, members, managers or general partners of other limited liability companies, partnerships or other entities with purposes similar to those of the LLC. Neither the LLC nor any Member or Manager of the LLC, on account of their capacity as such, shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. Miscellaneous.

a. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment is in writing and duly executed by a Majority in Interest.

b. Subject to the restrictions on transfers set forth herein, this Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Members, their respective heirs, legal representatives, successors and permitted assigns; and each new Member and each and every successor to any part of the interest of any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member or Manager who is a creditor of the LLC in such Member's or Manager's capacity as Member or Manager.

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

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

e. Any and all notices under this Agreement shall be deemed effective if sent by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery, addressed, if to the LLC at its registered office under the Act, and if to a Member at the last address of record on the books of the LLC.

f. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

g. Captions are used herein for convenience only, and shall not constitute a part of this Agreement for any purpose. Whenever the words "Manager" or "Member" are used, the plural includes the singular and the singular includes the plural, as the context requires.

h. Notwithstanding anything to the contrary herein, if a Member's percentage interest in the LLC is transferred to such Member's estate or heirs, then the remaining Members shall not take any action that would disproportionately affect the economic interest in the LLC then held by such estate or heirs, as the case may be, as compared to the percentage interest held by the remaining Members.

i. Any capitalized term not defined herein shall have the meaning given to such term in **Schedule C** "Glossary of Terms", attached hereto.

14. Section 83(b) Election; Safe Harbor Election.

a. Each Member who acquires a Class B Unit agrees to consult with such Member's tax advisor to determine the tax consequences of such acquisition. Each such Member acknowledges that it is the sole responsibility of such Member, and not the Company, to file the election under Code Section 83(b) even if such Member requests the Company to assist in making such filing. Each such Member agrees to provide, on or before the due date for filing of such election, proof that such election has or will be filed timely. If final Treasury Regulations are published in the Federal Register adopting the rules set forth in proposed Treasury Regulations Section 1.83-3(l) incorporating that certain safe harbor election under which the fair

market value of a Membership Interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that Membership Interest (the "Safe Harbor"), then the Manager shall have the right to amend this Agreement without the approval of any other Member (i) to direct and authorize the election of the Safe Harbor; and (ii) to provide for an agreement by the LLC and each Member and such other persons treated as partners for U.S. federal income tax purposes (including any person to whom a Membership Interest in the LLC is transferred in connection with the performance of services) complying with all requirements of the Safe Harbor in respect of all Membership Interests in the LLC transferred in connection with the performance of services while the election remains effective; and (iii) to provide for any other related amendments. Further, the Members and such other persons treated as partners for U.S. federal income tax purposes (including any person to whom a Membership Interest in the LLC is transferred in connection with the performance of services) hereby consent to and agree to provide any required information, certifications or documents in connection with, any tax elections, modification of the allocation provisions contained herein to comply with required forfeiture allocations (as contemplated by proposed Treasury Regulations Section 1.704-1(b)(4)(xii)) or other matters that are deemed necessary or appropriate by the Manager in connection with the LLC's election of the Safe Harbor or issuance of Membership Interests in the LLC transferred in connection with the performance of services, if any, including, any requirements provided for in final Treasury Regulations and other related Internal Revenue Service pronouncements if and when such final rules become effective.

15. Confidentiality.

a. All times during which Member holds a Membership Interest or Units in any member of the LLC Group, and at all times after such Member has ceased to hold a Membership Interest in any member of the LLC Group, such Member shall not use or disclose any Confidential Information (as hereinafter defined) of which such Member is or becomes aware, whether or not such information is created or developed by such Member, except to the extent that (i) such disclosure or use is directly related to and required by such Member's performance in good faith of services to any member of the LLC Group, or (ii) has been expressly authorized by such entity's respective Manager or President, as the case may be.

b. Notwithstanding the restrictions set forth in Section 15(a), a Member may disclose Confidential Information: (i) to such Member's professional advisors including, but not limited to, attorneys and tax preparers to the extent such disclosure is necessary to the performance of such advisor's duties; and (ii) in compliance with any subpoena, order, judgment or decree of a court or governmental or regulatory agency of competent jurisdiction (an "Order"); provided, that (x) such Member provides the LLC with prompt written notice of any such Order and assists the LLC, at the LLC's expense, in asserting any legal challenges to or appeals of such Order that the LLC in its sole discretion pursues, and (y) in complying with any

such Order, the Member limits such Member's disclosure only to the Confidential Information that is expressly required to be disclosed by such Order.

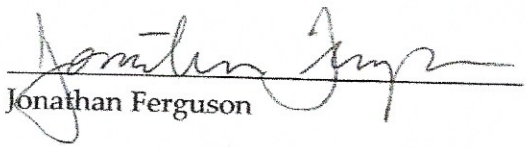
c. Each Member will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft. Each Member shall deliver to the LLC upon the earlier of (i) the LLC's request, (ii) upon such Member ceasing to perform services for any member of the LLC Group, or (iii) Transfer of such Member's Membership Interest, all memoranda, notes, plans, records, reports, electronic information, files and software and other documents and data (and copies thereof) containing or relating to any member of the LLC Group's Confidential Information (as hereinafter defined) which such Member may then possess or have under such Member's control.

d. As used in this Agreement, the term "Confidential Information" means information, data, ideas, concepts, practice management techniques, processes, methods, research, trade secrets, financial information, plans for business or product development, or marketing strategies, and contracts, including any and all existing or subsequent corrections, modifications, revisions, updates, and new releases of any of the foregoing, that is not generally known to the public (including the existence and content of this Agreement), and that is used, developed or obtained by the LLC or any member of the LLC Group in connection with such entity's business, regardless of the form of media containing the same and whether or not marked "confidential" or "proprietary". Confidential Information will not include any information that has been published in a form generally available to the public prior to the date such Member proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been published.

[Remainder of page left blank intentionally.]

Executed effective the date first above written.

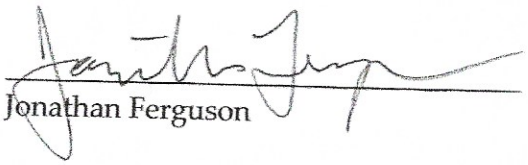
MEMBERS:



Jonathan Ferguson

Mark Zatyrka

MANAGER:



Jonathan Ferguson

SCHEDULE A
TO
OPERATING AGREEMENT
OF
GREEN VALLEY ANALYTICS, LLC

Name	# of Units	Class	Capital Contributions
Jonathan Ferguson	27500*	A	$5,000
Mark Zatyrka	20000*	A	$5,000

* All or a portion of such Units subject to vesting.

SCHEDULE B

REGULATORY ALLOCATIONS EXHIBIT

This Exhibit contains special rules for the allocation of items of LLC income, gain, loss and deduction that override the basic allocations of Profits and Losses under the Agreement to the extent necessary to cause the overall allocations of items of LLC income, gain, loss and deduction to have substantial economic effect pursuant to Treasury Regulations § 1.704-1(b) and shall be interpreted in light of that purpose. Subsection (a) below contains special technical definitions. Subsections (b) through (h) contain the Regulatory Allocations themselves. Subsections (i) and (j) are special rules applicable in applying the Regulatory Allocations.

(a) Definitions Applicable to Regulatory Allocations. For purposes of the Agreement, the following terms shall have the meanings indicated:

(i) "Adjusted Capital Account" means, with respect to any Member or assignee, such Person's Capital Account (as defined in Exhibit C) as of the end of the relevant Fiscal Year increased by any amounts which such Person is obligated to restore, or is deemed to be obligated to restore pursuant to the next to last sentences of Treasury Regulations §§ 1.704-2(g)(1) (share of minimum gain) and 1.704-2(i)(5) (share of Member Nonrecourse Debt Minimum Gain).

(ii) "LLC Minimum Gain" has the meaning of "partnership minimum gain" set forth in Treasury Regulations § 1.704-2(d), and is generally the aggregate gain the LLC would realize if it disposed of its property subject to Nonrecourse Liabilities in full satisfaction of each such liability and for no other consideration, with such other modifications as provided in Treasury Regulations § 1.704-2(d). In the case of Nonrecourse Liabilities for which the creditor's recourse is not limited to particular assets of the LLC, until such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC shall be treated as a single liability and allocated to the LLC's assets using any reasonable basis selected by the Manager.

(iii) "Member Nonrecourse Deductions" shall mean losses, deductions or Code § 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt under the general principles applicable to "partner nonrecourse deductions" set forth in Treasury Regulations § 1.704-2(i)(2).

(iv) "Member Nonrecourse Debt" means any LLC liability with respect to which one or more but not all of the Members or related Persons to one or more but not all of the Members bears the economic risk of loss within the meaning of Treasury Regulations § 1.752-2 as a guarantor, lender or otherwise.

(v) "Member Nonrecourse Debt Minimum Gain" shall mean the minimum gain attributable to Member Nonrecourse Debt as determined pursuant to Treasury Regulations § 1.704-2(i)(3). In the case of Member Nonrecourse Debt for which the creditor's recourse against the LLC is not limited to particular assets of the LLC, until

such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC shall be treated as a single liability and allocated to the LLC's assets using any reasonable basis selected by the Manager.

(vi) "Nonrecourse Deductions" shall mean losses, deductions, or Code § 705(a)(2)(B) expenditures attributable to Nonrecourse Liabilities (see Treasury Regulations § 1.704-2(b)(1)). The amount of Nonrecourse Deductions for a Fiscal Year shall be determined pursuant to Treasury Regulations § 1.704-2(c), and shall generally equal the net increase, if any, in the amount of LLC Minimum Gain for that taxable year, determined generally according to the provisions of Treasury Regulations § 1.704-2(d), reduced (but not below zero) by the aggregate distributions during the year of proceeds of Nonrecourse Liabilities that are allocable to an increase in LLC Minimum Gain, with such other modifications as provided in Treasury Regulations § 1.704-2(c).

(vii) "Nonrecourse Liability" means any LLC liability (or portion thereof) for which no Member bears the economic risk of loss under Treasury Regulations § 1.752-2.

(viii) "Regulatory Allocations" shall mean allocations of Nonrecourse Deductions provided in Paragraph (b) below, allocations of Member Nonrecourse Deductions provided in Paragraph (c) below, the minimum gain chargeback provided in Paragraph (d) below, the Member Nonrecourse Debt Minimum Gain chargeback provided in Paragraph (e) below, the qualified income offset provided in Paragraph (f) below, the gross income allocation provided in Paragraph (g) below, and the curative allocations provided in Paragraph (h) below.

(b) Nonrecourse Deductions. All Nonrecourse Deductions for any Fiscal Year shall be allocated to the Members in proportion to Percentage Interest held by such Member during such Fiscal Year.

(c) Member Nonrecourse Deductions. All Member Nonrecourse Deductions for any Fiscal Year shall be allocated to the Member who bears the economic risk of loss under Treasury Regulations § 1.752-2 with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(d) Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain for a Fiscal Year, each Member shall be allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of such net decrease in LLC Minimum Gain, determined in accordance with Treasury Regulations § 1.704-2(g)(2) and the definition of LLC Minimum Gain set forth above. This provision is intended to comply with the minimum gain chargeback requirement in Treasury Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(e) Member Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt for any

Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt as of the beginning of the Fiscal Year, determined in accordance with Treasury Regulations § 1.704-2(i)(5), shall be allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations §§ 1.704-2(i)(4) and (5) and the definition of Member Nonrecourse Debt Minimum Gain set forth above. This Paragraph is intended to comply with the member nonrecourse debt minimum gain chargeback requirement in Treasury Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(f) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of LLC income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate any deficit in such Member's Capital Account created by such adjustments, allocations or distributions as quickly as possible. This provision is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(g) Gross Income Allocation. In the event any Member has a deficit in its Adjusted Capital Account at the end of any Fiscal Year, each such Member shall be allocated items of LLC gross income and gain, in the amount of such Adjusted Capital Account deficit, as quickly as possible.

(h) Curative Allocations. When allocating Profits and Losses under the Agreement, such allocations shall be made so as to offset any prior allocations of gross income under paragraphs (b) through (g) above and paragraph (j) below to the greatest extent possible so that overall allocations of Profits and Losses shall be made as if no such allocations of gross income occurred.

(i) Ordering. The allocations in this Exhibit to the extent they apply shall be made before the allocations of Profits and Losses under the Agreement and in the order in which they appear above.

(j) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code § 734(b) or Code § 743(b) is required, pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

SCHEDULE C
GLOSSARY OF TERMS

"Agreed Value" shall mean with respect to any noncash asset of the LLC an amount determined and adjusted in accordance with the following provisions:

(a) The initial Agreed Value of any noncash asset contributed to the capital of the LLC by any Member shall be its gross fair market value, as agreed to by the contributing Member and the LLC.

(b) The initial Agreed Value of any noncash asset acquired by the LLC other than by contribution by a Member shall be its adjusted basis for federal income tax purposes.

(c) The initial Agreed Value of each of the LLC's noncash assets, regardless of how those assets were acquired, shall be reduced by Depreciation.

(d) The initial Agreed Value, as reduced by Depreciation, of all noncash assets of the LLC, regardless of how those assets were acquired, shall be adjusted from time to time to equal their gross fair market values, as determined by the Manager, as of the following times:

(i) the acquisition of a Membership Interest or an additional Membership Interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution or in consideration for the provision of services;

(ii) the liquidation of the LLC or the distribution by the LLC (other than a pro rata distribution) of more than a de minimis amount of money or other property as consideration for all or part of a Membership Interest in the LLC;

(iii) such other dates as may be specified in Treasury Regulations under Section 704 of the Code; and

(iv) at any other time (whether immediately before or immediately after an event) that the Manager reasonably determines in good faith that such adjustment complies with the economic interests of the Members in the LLC, as set forth in Section 4(c).

The Agreed Value of any LLC non-cash asset distributed to any Member shall be adjusted immediately prior to such distribution to equal its gross fair market value. For the avoidance of doubt, in the case of any non-cash asset that has an Agreed Value that differs from its adjusted tax basis, Agreed Value shall be adjusted by the amount of Depreciation calculated for purposes of the definition of "Profits and Losses" rather than the amount of Depreciation determined for U.S. federal income tax purposes. If, upon the occurrence of one of the events described in (i), (ii) or (iii) above the Manager does not set the gross fair market value of the LLC's non-cash assets, it shall be deemed that the fair market value of all the LLC's non-cash assets equal their

respective Agreed Values immediately prior to the occurrence of the event and thus no adjustment to those values shall be made as a result of such event.

"Affiliate" shall mean, with respect to any Person, any corporation, partnership, limited liability company, limited partnership, trust or other entity under the common ownership or control of or with such Person.

"Award Agreement" shall mean, an agreement between the LLC and a holder of Class B Units (which agreement may be in written or electronic form) evidencing an award under the Plan.

"Capital Account" shall mean with respect to each Member or assignee an account maintained and adjusted in accordance with the following provisions:

(a) Each Person's Capital Account shall be increased by such Person's Capital Contributions, such Person's distributive share of Profits, any items in the nature of income or gain that are allocated pursuant to the Regulatory Allocations and the amount of any LLC liabilities that are assumed by such Person or that are secured by LLC property distributed to such Person.

(b) Each Person's Capital Account shall be decreased by the amount of cash and the Agreed Value of any LLC property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of loss or deduction that are allocated pursuant to the Regulatory Allocations, and the amount of any liabilities of such Person that are assumed by the LLC or that are secured by any property contributed by such Person to the LLC.

(c) In the event all or any portion of an Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the portion of the Membership Interest so transferred.

In the event the Agreed Value of the LLC assets is adjusted pursuant to the definition of Agreed Value contained in this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate adjustments as if the LLC recognized gain or loss equal to the amount of such aggregate adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704–1(b), and shall be interpreted and applied in a manner consistent with such regulations.

"Capital Contribution" shall mean with respect to any Member, the amount of money contributed to the LLC with respect to the Membership Interest of such Member.

"Default Rate" shall mean a per annum rate of interest equal to the greater of (i) Prime Rate plus 500 basis points or (ii) twelve percent (12%), but in no event greater than the amount of interest that may be charged and collected under applicable law.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year, determined in accordance with the rules set forth in Treasury Regulations § 1.704-1(b)(2)(iv)(f) and (g); provided, however, that if the Agreed Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Agreed Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided further that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Agreed Value using any reasonable method selected by the Manager.

"Fiscal Year" shall mean, with respect to the year of the LLC's formation, the period beginning upon such formation and ending on December 31st of such year, and with respect to subsequent fiscal years of the LLC the calendar year and, with respect to the last year of the LLC, the period beginning on the preceding January 1 and ending with the date of the final liquidating distributions.

"Hurdle" or "Hurdle Amount" shall mean a per Unit amount with respect to Class B Units that are issue pursuant to Award Agreements that specify a "Hurdle Amount". The Hurdle Amount shall be equal to the amount that would be distributed in respect of such Class B Unit absent the Hurdle Amount, if, immediately after the Class B Unit is issued, the LLC sold all of its assets for fair market value and immediately liquated, the LLC's debts and liabilities were satisfied, and the proceeds of the liquidation were distributed pursuant to Section 4(b) and further provided the Hurdle Amount shall not be less than zero dollars ($0). The Manager shall have the discretion to set any Hurdle Amount to equal an amount greater than the amount determined in the prior sentence.

"Net Available Cash" shall mean the amount of cash available to the LLC for distribution to its Members as determined by the Manager from time to time, whether as a result of distributions from the LLC's Affiliates and subsidiaries, the sale or other disposition of any of the assets of the LLC, or otherwise, and after taking into account the amount of any reserves that the Manager determines to be appropriate.

"Person" shall mean any natural person, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

"Plan" shall mean the Green Valley Analytics, LLC 2021 Equity Incentive Plan, adopted by the LLC, as it may be amended from time to time.

"Prime Rate" as of a particular date shall mean the prime rate of interest as published on that date in the Wall Street Journal, and generally defined therein as "the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks." If the Wall Street Journal is not published on a date for which the Prime Rate mast be determined, the Prime Rate shall be the

prime rate published in the Wall Street Journal on the nearest-preceding date on which the Wall Street Journal was published.

"Profits and Losses" shall mean, for each Fiscal Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code § 703(a)(l) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or subtracted from such loss;

(b) Any expenditures of the LLC described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Treasury Regulations § 1.704–1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss resulting from dispositions of LLC assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Agreed Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Agreed Value;

(d) In the event the Agreed Value of any LLC asset is adjusted in accordance with paragraph (c) or paragraph (d) of the definition of "Agreed Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; and

(f) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to this Agreement shall not be taken into account in computing Profits and Losses.

The amounts of the items of LLC income, gain, loss or deduction available to be specially allocated pursuant to the Regulatory Allocations of this Agreement shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

"Section 704(c) Property" shall have the meaning ascribed such term in Treasury Regulation § 1.704-3(a)(3) and shall include assets treated as Section 704(c) property by virtue of revaluations of the LLC's assets as permitted by Treasury Regulation § 1.704-1(b)(2)(iv)(f).

"Subsidiary" shall mean on any date, any Person of which securities or other ownership interest representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent (50%) of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more direct or indirect subsidiaries of such Person.

"Transfer" shall mean, directly or indirectly, any sale, assignment, transfer, conveyance, pledge, hypothecation or other disposition, voluntarily or involuntarily, by operation of law, with or without consideration or otherwise (including, without limitation, by way of intestacy, will, gift, bankruptcy, receivership, levy, execution, charging order or other similar sale or seizure by legal process or transfer of equity interests) of all or any portion of any Membership Interest.

SCHEDULE D
TO
AMENDED AND RESTATED OPERATING AGREEMENT
OF
GREEN VALLEY ANALYTICS, LLC

JOINDER TO OPERATING AGREEMENT

THIS JOINDER TO OPERATING AGREEMENT (the "Joinder"), is made as of _____ ____, 2017, by and between LLC, a Massachusetts limited liability company (the "Company") and _____ with a mailing address of _____ (the "New Member").

WHEREAS, the Members entered into that certain Amended and Restated Operating Agreement dated _____, 2018 ("Agreement"); and

WHEREAS, the New Member desires to be a party to the Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Acknowledgement. The parties hereto agree that the New Member shall now be a party to the Agreement, and as such shall have all of the rights and obligations arising pursuant to the Agreement of a Member, as defined in the Agreement. The New Member acknowledges that such New Member has read the Agreement and agrees to be bound by its terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

2. Representations and Warranties of the New Member. By execution and delivery of this Joinder, the New Member represents and warrants to the Company and acknowledges that:

   The New Member's Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of the Agreement have been complied with;

   The New Member is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from

registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

The New Member's Units and are being acquired for the New Member's own account solely for investment and not with a view to resale or distribution thereof;

The New Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Subsidiaries of the Company for such purpose;

The determination of the New Member to acquire Units has been made by the New Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and any Subsidiaries of the Company that may have been made or given by any other Member or by any agent or employee of any other Member;

The New Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

The New Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

The execution, delivery and performance of this Joinder and the Agreement have been duly authorized by the New Member and do not require such New Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to the New Member or other governing documents or any agreement or instrument to which the New Member is a party or by which the New Member is bound; and

This Joinder and the Agreement are valid, binding and enforceable against the New Member in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

IN WITNESS WHEREOF, the parties have executed and delivered this Joinder to Operating Agreement as of the date first written hereinbefore.

Green Valley Analytics, LLC

_____ By: _____
Witness Jonathan Ferguson, Manager

_____ _____
Witness (the "New Member")

SafeHerb

SafeHerb
155 Franklin Road, Suite 200
Brentwood, TN 37027

Insurance Proposal

Monday, March 29, 2021

Prepared for: **Green Valley Analytics,LLC**

Policy Period: **4/1/2021** to **4/1/2022**

Thank you for your submission! We are excited to inform you that we have secured a quote for the above captioned insured.

Please read the attached quote carefully to confirm coverage is as requested.

Total Policy Cost: **$2,850.00**
Carrier: **Obsidian Specialty Insurance Company- "A-" (Excellent) A.M. Best rated**

Agency: **Waters Insurance Network**
Agency Commission: **16.0%**

This policy must be PAID IN FULL at inception.

The following information is required in order to bind coverage:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Three years of company loss runs. If the applicant has had no prior insurance (New Venture), a signed No Known Loss Letter is required.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the **AVSH 30 11 01 21 Product Liability Mid-Year Audit** form must be completed.
7. If Product Withdrawal was selected, the AVSH **30 18 01 21 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal** form must be completed.

SafeHerb is 100% focused on the Cannabis industry. Our goal is to cultivate partnerships by providing tailored, comprehensive risk solutions for the THC and Hemp industry with a superior level of expertise and service. Please let us know if there is anything we can do to help you choose SafeHerb.

Sincerely,

Scott Fowler
Underwriter/Marketing
SafeHerb, LLC

Ask us about our Premium Financing!

SafeHerb

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155 Franklin Road, Suite 200
Brentwood, TN 37027

Policy Quote

Effective Date: 4/1/2021 TO 4/1/2022

Agency: Waters Insurance Network

Insured: Green Valley Analytics,LLC

Quote Date: 3/29/2021

State of Operation: MA

Quote Expiration: 4/28/2021

PREMIUM BREAKDOWN:

	Premium	SLT Rate	Tax Amount	Stamping Fee	Stamp Amount	Handling Fee	Total Cost
General Liability	$ 2,500	4.000%	$ 100.00	0.000%	$ -	$ 250	$ 2,850.00
Products Liability	$ -	0.000%	$ -	0.000%	$ -	$ -	$ -
Property	$ -	0.000%	$ -	0.000%	$ -	$ -	$ -
Cargo	$ -	0.000%	$ -	0.000%	$ -	$ -	$ -
						Safety/Loss Advisory Visit Fee	$ -
Total:	**$ 2,500**		**$ 100.00**		**$ -**	**$ 250**	**$ 2,850.00**

LOC , BLG

Scheduled Locations

1 , 1

Lab
306 Race ST., , Holyoke , MA 01040

Additional Insured - Landlord
1 Cunningham Equities, LLC

, ,

, ,

, ,

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155 Franklin Road, Suite 200
Brentwood, TN 37027

COVERAGE BREAKDOWN:

General Liability -Premise

Obsidian Specialty Insurance Company

Occurrence Form	Coverage Limits	Rating	
Per Occurrence/ Policy Aggregate	$1M/$2M	Sales	$ 5,000,000
Personal & Advertising Injury	$ 1,000,000		
Damage to Premises Rented to You	$ 100,000		
Medical Payments	Excluded		
Hired and Non-Owned Auto Endorsement	$1,000,000		
Additional Insured	Included		
Waiver of Subrogation	Not included		
Primary Wording	Not included		
Premise Deductible -BI/PD	$1,000		

Products Liability

Obsidian Specialty Insurance Company

Claims Made Form		Coverage Limits		Rating	
Per Claim/ Policy Aggregate		$ -		Sales	Non-Accessories
PL -Deductible		$2,500	(Per Claim)		$ -
Endorsements					
Product Withdrawal		$ -			Accessories
PW -Deductible		$ -	(Per Claim)		$ -
Retro Active Period	Date:	Inception			
Vendor AI Certificate		Not Covered			
Vendor AI Blanket		Not Covered			

Commercial Property

Obsidian Specialty Insurance Company

Coverage Extension Tier:	None	Coverage Limits	Rating	
Building		$ -	TIV	RC, 80% Coinsurance
Tenant's Improvements		$ -	TIV	RC, 80% Coinsurance
Business Personal Property		$ -	TIV	RC, 80% Coinsurance
Cannabis Equipment/Tools		$ -	TIV	RC, 80% Coinsurance
Cannabis Inventory/Finished Stock		$ -	TIV	ACV, 80% Coinsurance
Indoor Crop		$ -	TIV	Per Plant Valuation, 80% Coinsurance
Business Income		$ -	TIV	AV (72 hr. Deductible)
Property Deductible		$ 2,500	(Per Occurrence)	
Wind/Hail Deductible		$ -		
Blanket Building/TIB/BPP/Equipment Limit		**N/A**	TIV	**RC, 80% Coinsurance**

PROPERTY LOSS LIMIT: $10,000,000

Unless Blanket Limit is noted Property Limits stated above are by location per SOV on file with Company

Commercial Property Endorsement	**None**		$ -	
Blanket Coverages	**Accounts Receivable**			
	Debris Removal Increased Limit			
	Personal Effects and Property of Others	**$**	**-**	
	Valuable Papers and Records			
	Property In Transit	$	-	
	Refrigerated Goods Spoilage	$	-	
	Back Up of Sewer/Braid & Seepage	$	-	
	Brands and Labels	$	-	
	Computers and Computerized Equipment	$	-	
	Computer Fraud	$	-	
	Electronic Data	$	-	
	Electrical Injury/Utility Services	$	-	
	Employee Dishonesty	$	-	
	Extra Expense	$	-	
	Fine Arts	$	-	
	Fire Department Service Charge	$	-	
	Fire Protection Equipment Recharge	$	-	
	Forgery and Alteration	$	-	
	Money and Securities	$	-	
Newly Acquired or Constructed Property	**Building**		**0**	
	Personal Property	**$**	**-**	
Ordinance or Law Coverages	*Loss to Undamaged Portion of the Building*	*$*	-	
	Demolition	*$*	-	
	Increased Cost of Construction	*$*	-	
	Outdoor Property	$	-	
	Premises Boundary Increased Distance	$	-	
	Preservation of Property	$	-	
	Replacement Cost Optional Coverage - Redefined	$	-	
	Trees, Shrubs and Plants	$	-	
These apply only when the Business Income or Extra Expense Coverage Forms are a part of this policy.	Extended Business Income Increased Time Period	No Increase		
	Newly Acquired Locations Increased Limits	No Increase		
	Utility Services	No Increase		
	Premises Boundary Increased Distance	No Increase		

Equipment Breakdown

Obsidian Specialty Insurance Company

	Coverage
Equipment Breakdown TIV	$ -
Spoilage Limit	$ -
Business Interruption Limit	$ -
Deductible	$ -

Cargo

Obsidian Specialty Insurance Company

	Coverage Limits	Premium	Rating
Cannabis Cargo	$ -		Vehicles
Cash/Securities	$ -		
Deductible	$ -		

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Coverage Forms

Form #	Description
	Interline
IL 09 35 01 21	Exclusion of Certain Computer-Related Losses
IL 09 53 01 21	Exclusion of Certified Acts of Terrorism
AVSH 01 00 01 21	Additional Exclusions, Terms, and Conditions
AVSH 01 02 01 21	Surplus Lines Disclosures
	Property
~~CP DS 00 01 21~~	~~Commercial Property Declarations~~
~~CP 00 90 01 21~~	~~Commercial Property Conditions~~
~~AVSH 20 01 01 21~~	~~Building and Personal Property Coverage Form~~
~~AVSH 20 02 01 21~~	~~Business Income (and Extra Expense) Coverage Form~~
~~CP 10 30 01 21~~	~~Property Causes of Loss - Special Form~~
~~AVSH 20 03 01 21~~	~~Additional Exclusions, Terms, and Conditions Cannabis Business Property~~
~~AVSH 20 04 01 21~~	~~Exclusion - All Pesticides, Pest, and Bugs, Virus, or Fungal Disease~~
~~AVSH 20 05 01 21~~	~~Limitation of Liability Endorsement~~
~~AVSH 20 06 01 21~~	~~Locked Vehicle Warranty~~
~~AVSH 20 10 01 21~~	~~Aluminum Wiring Exclusion~~
~~AVSH 20 11 01 21~~	~~Roofs Over 10 Years Old~~
~~AVSH 20 12 01 21~~	~~Track and Trace Warranty~~
~~AVSH 20 14 01 21~~	~~Equipment Breakdown Coverage Form~~
~~CP 01 40 01 21~~	~~Exclusion of Loss Due to Virus or Bacteria~~
~~CP 10 32 01 21~~	~~Water Exclusion Endorsement~~
~~CP 12 11 01 21~~	~~Burglary and Robbery Protective Safeguards~~
	CGL - Premise Liability
AVSH 10 00 01 21	Commercial General Liability Declarations Page
AVSH 10 03 01 21	Common Policy Conditions
AVSH 10 01 09 19	Commercial General Liability Coverage Form
AVSH 10 02 01 21	Additional Exclusion, Terms, Conditions, Warranties Cannabis Business Liability
AVSH 10 06 01 21	Absolute Weapons Exclusion
AVSH 10 08 01 21	Animals Exclusion
AVSH 10 09 01 21	Residential Occupancy Exclusion
AVSH 10 10 01 21	Employees of Independent Contractors Exclusion
	Products Liability
~~AVSH 30 00 01 21~~	~~Product Liability Declarations Page~~
~~AVSH 30 01 04 20~~	~~Products/Completed Operations Liability Claims Made and Reported Insurance~~
~~AVSH 30 04 01 21~~	~~Minimum Earned Premium Endorsement~~
~~AVSH 30 05 01 21~~	~~Short Rate Cancellation Table~~
~~AVSH 30 06 04 20~~	~~Specified Products Exclusion~~
~~AVSH 30 07 01 21~~	~~Service of Suite Clause~~
~~AVSH 30 10 01 21~~	~~Online Sales Limitation - Intrastate Only~~
~~AVSH 30 11 01 21~~	~~Product Liability Mid-Year Audit Requirements~~
~~AVSH 30 12 01 21~~	~~Products/Completed Operations Defense Cost Limitation Endorsement~~
~~AVSH 30 13 01 21~~	~~Proposition 65 Warnings Exclusion~~
~~AVSH 30 14 01 21~~	~~Seepage and/or Pollution and/or Contamination Exclusion~~
~~AVSH 30 15 01 21~~	~~Additional Exclusions Endorsement~~
~~AVSH 30 17 01 21~~	~~Limited Product Withdrawal Expense Endorsement~~
~~AVSH 30 18 01 21~~	~~Duties in the Event of a Claim or Suite or a Defect or Product Withdrawal~~

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155 Franklin Road, Suite 200
Brentwood, TN 37027

Terms and Conditions

1. This Quotation must be delivered to the client prior to binding coverage.

2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.

3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.

4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.

5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.

6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.

Subjectivities

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.

2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.

3. Please provide a signed no loss statement.

4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.

5. Completed Due Diligence Form

6. If Products Liability was selected, the AVSH 30 11 01 21 Product Liability Mid-Year Audit form must be completed.

7. If Product Withdrawal was selected, the AVSH 30 18 01 21 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal form must be completed.

REQUEST TO BIND

Request to Bind: The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

Required Notification of Any Changes: The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify SafeHerb of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

Applicant Warranty: The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

Applicant Name: Green Valley Analytics, LLC

Signed By: Jonathan Ferguson
(Please Type or Print name and title)

Signature: Digitally Signed by Jonathan Ferguson
D5B69F1D-D2E8-48BE-A620-7A5E99
(Must be signed and dated by Principal or Officer of Applicant)

Date: 03/30/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2021

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

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

PRODUCER Charles River Insurance Brokerage, Inc. 321 Lunenburg Street Fitchburg MA 01420	**CONTACT NAME:** Judy Wehrlin **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Obsidian Specialty Insurance C / 16871
INSURED (413) 629-9728 Green Valley Analytics, LLC 306 Race St Holyoke MA 01040	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 7843 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	Y		ERB-CP-000001027-00	04/01/2021	04/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:						Hired and Non-owne	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

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

RE: Coverage for premises at 306 Race St Holyoke MA
Cunningham Equities, LLC is an Additional Insured on General Liability coverage

CERTIFICATE HOLDER

Cunningham Equities, LLC

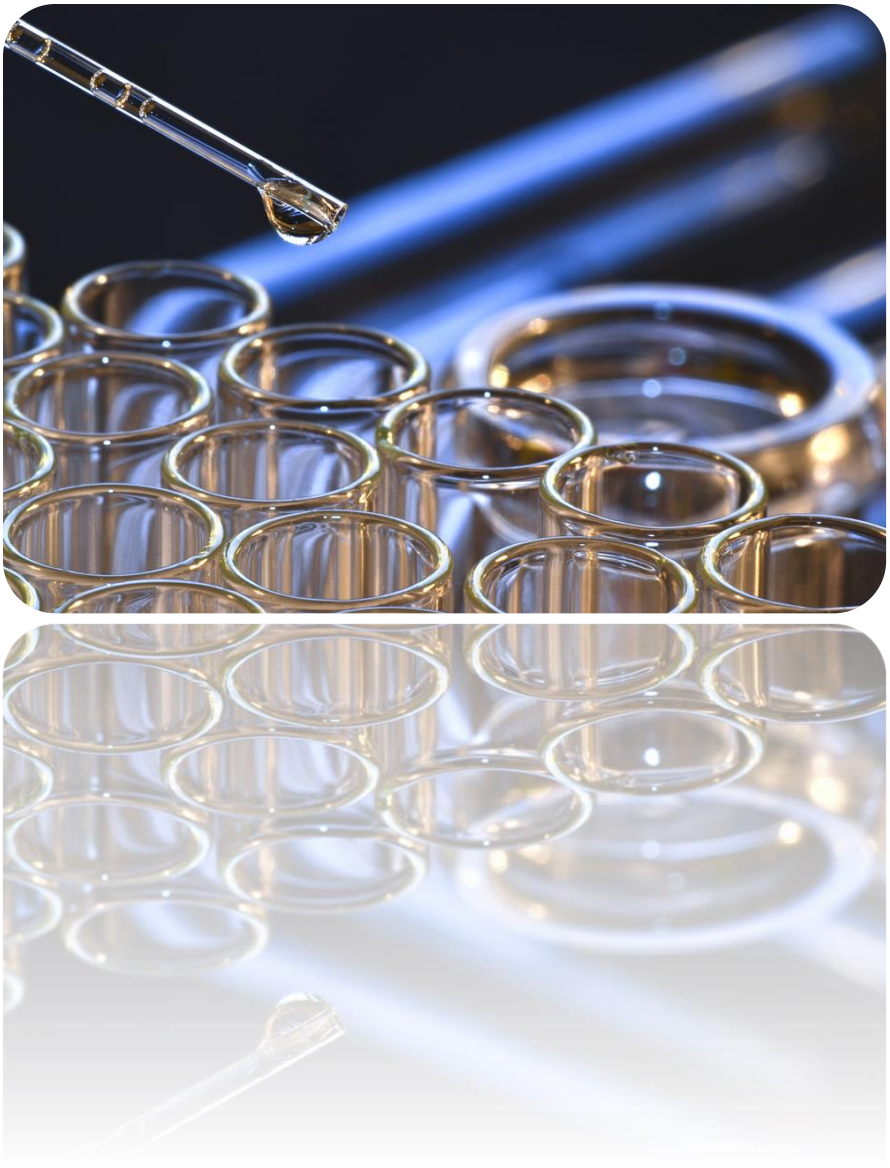
218 Shrewsbury St.

Worcester MA 01604

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Description

Green Valley Analytics is applying for an Independent Testing Laboratory license and will be conducting business in Holyoke, MA.

The work testing laboratories perform is critical from a health and safety perspective. Lab-tested cannabis is a requirement in nearly every state that regulates marijuana businesses.

Our company intends to test for everything from pesticides to potency, utilizing high- pressure liquid chromatography as the primary testing method.

Green Valley Analytics, LLC

BUSINESS PLAN

Category: Independent Testing Laboratory

Date Created:

10/15/2020

Green Valley ANALYTICS

Executive Summary

Cannabis analytical testing is an essential part of the legal marijuana industry and now government mandated. Both grow facilities and dispensaries are required to test their products by an independent 3rd party laboratory for potency and purity. The testing industry is the next big market and is on track to be worth an estimated $1.4 Billion in 2021. However, as the Cannabis industry continues to grow as a whole, the lab market is not evolving quickly enough to keep up with the rapid influx of products that will need to be tested. This bottleneck in the industry has created a significant challenge not only for the producers and distributors (by delaying production and sales), but also the ability of the state government to truly regulate the process to ensure that communities are receiving products that are accurately tested and safe to consume. A recent survey of growers and dispensary owners in Massachusetts and Pennsylvania expressed that there is already a significant gap in the analytics industry that is not being met, leading to long lead times and testing variability. The manual processes and primitive equipment utilized by current testing facilities will simply not have the scalable infrastructure to align with the high throughput demands of the rapidly growing client-base.

Given the sparse existence of cannabis analytical labs, there is an exceptional opportunity for a new testing company to thrive, especially one that has already developed the necessary platform and business model for success. We plan to achieve these results by sourcing a highly capable and talented staff, the most advanced/reliable analytical equipment and implementing automation at every possible point of the testing process. As we establish the set process that maximizes throughput and consistency with a first location in Massachusetts, we will plan a controlled expansion into Pennsylvania and any other states that we deem to be an equivalent or next emerging market. Right from the starting gate, we will immediately be on track as a major player within the cannabis testing industry, with the ultimate goal to create the standard for which all future analytical testing will be based.

Company Summary

Green Valley Analytics will provide patients, cultivators, producers and dispensaries with important information about the safety, quality, and potency of their medical/recreational cannabis products. Company intends to start its testing business from 306 Race St Holyoke, MA in a 4,300 square foot, well-equipped cannabis laboratory. Company intends to use a high- pressure liquid chromatography as the primary testing method.

Main Goals:

- ✓ To provide unrivaled customer service, and accurate results at an affordable price.
- ✓ To be fully compliant with all state and local municipalities.
- ✓ To be on the cutting edge since company's inception.

Mission:

- ✓ To adopt "best practices" in cannabis testing.

Main Objectives:

- ✓ Getting a Cannabis Testing license.
- ✓ Net annual income to support operational expenses.
- ✓ Monthly sales and capacity increasing steadily throughout the first years.

Products & Services

Green Valley Analytics intends to provide a comprehensive menu of services to stakeholders in the medical/recreational Cannabis industry. From Cannabinoid profiling, microbiological screening, pesticide screening, terpene analysis, and more, Green Valley Analytics offers tests and services aimed to guarantee the quality and potency of all cannabis products.

We look to establish long-lasting relationships with our clients through accurate data, quick turnaround, and exemplary service.

Market Opportunities

According to the report by Arcview Market Research and BDS Analytics: "The Road Map to a $57 Billion Worldwide Market"[1], spending on legal cannabis worldwide is expected to hit $57 billion by 2027. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

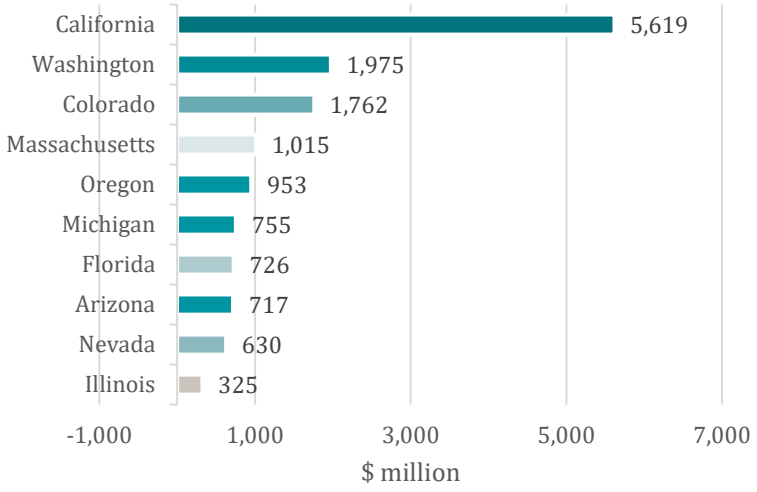


Figure 1. Medical and recreational cannabis sales in top states, 2020

The North America legal cannabis market amounted to $12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled $10.4 billion. It was followed by Canada with $1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach $24.5 billion by 2021 with the compound annual growth rate (CAGR) to almost 28%.

Over 60% of the U.S. population now lives in states and territories that have legalized some form of cannabis use and sales.

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail cannabis business was opened in Massachusetts in November 2018.

Cannabis stores sold about $9.3 million worth of cannabis products during the first month and in May 2019 total legal cannabis sales exceeded $120 million, according to figures released by the Cannabis Control Commission[2].

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a $1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

[1] https://arcviewgroup.com/research/reports/
[2] https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr

Start-up Summary

The business will be fully funded with $[redacted]. This will include total capital cost of over [redacted], leaving nearly $[redacted] as working capital.

Table 1. Start-up expenses, $

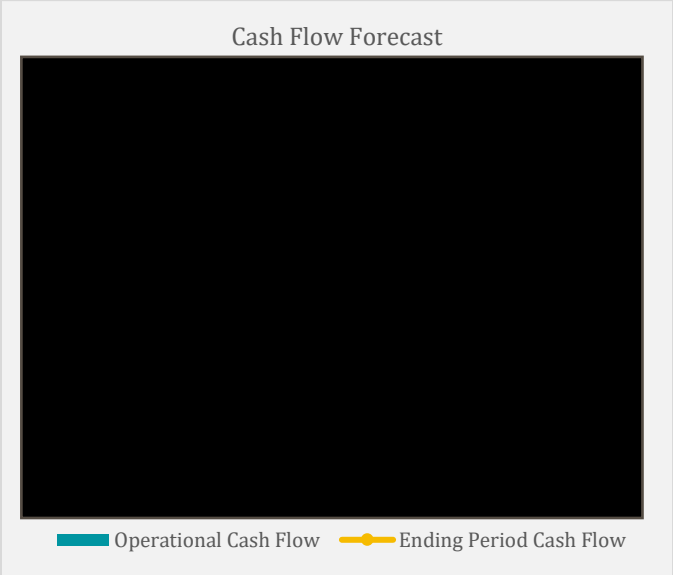
$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
Land & Development				
Real Estate & Renovations: Space improvements including finishing/painting, kitchen, office space, bathrooms, etc.				
High Performance Liquid Chromatography (HPLC) Equipment				
Mass Spectrometry (MS) Equipment				
Gas Chromatography (GC) Equipment				
Security system including multiple camera feeds and metal/weapons detectors				
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, QuickBooks Pro)				
OPEX				
Direct Costs				
Initial & General Costs				
Operating Expenses, including salaries				
Marketing & Sales Expenses				
Misc.				
Total				

Financial Summary

GREEN VALLEY ANALYTICS will fund its startup costs largely through personal savings/private investments.

From a total investment of $[redacted], GREEN VALLEY ANALYTICS is expected to generate nearly $[redacted] in gross revenues with net income of nearly $[redacted] million in Year [redacted], its first full year of operations. Revenues are expected to grow to nearly $[redacted] in Year 3 and $[redacted] in Year 5, with net income of nearly $[redacted] and over $[redacted] respectively.

After the first year of operations, it is expected that GREEN VALLEY ANALYTICS will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.



Market Overview

Market Overview

Global Market

The global legal cannabis market amounted to $9.5 billion in 2017, growing by 37 percent on the year, according to the report “The Road Map to a $57 Billion Worldwide Market"[3].

Spending on legal cannabis worldwide is expected to hit $57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about $46.5 billion and other $10.5 billion would go to other markets.

The largest growth rate is predicted within the rest-of-world markets, from $52 million spent in 2017 to a projected $2.5 billion in 2027.

The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from $8.28 billion in 2017 to $28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

Key Trends:

- The initial decision by many U.S. states and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.
- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from $125 million in 2018 to $776 million in 2027.
- Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with $1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.
- Australia’s legal cannabis market is forecast to grow from $52 million in 2018 to $1.2 billion in 2027, the 5th largest in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

[3] https://arcviewgroup.com/research/reports/

North American Cannabis Market

The North America legal cannabis market amounted to $12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled $10.4 billion. It was followed by Canada with $1.6 billion.

The report from cannabis industry analysts Arcview Market Research, in partnership with BDS Analytics[4], forecasts that the entire legal cannabis market in North America to reach $24.5 billion in sales – a 28% annual growth rate by 2021 – as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to $47.3 billion six years later.

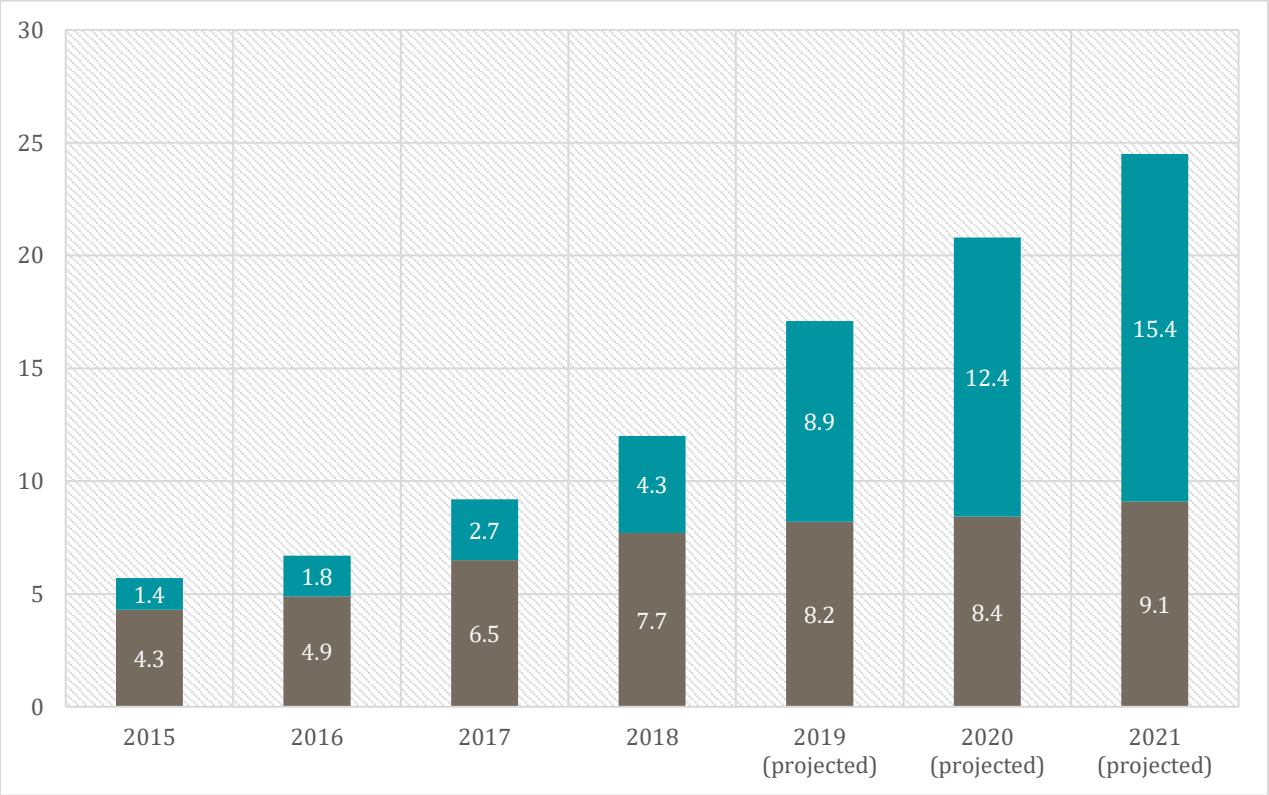


Figure 2. Medical and recreational cannabis sales forecast, billion $

[4] https://bdsanalytics.com/

The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)[5]. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but eleven states – Alaska, California, Colorado, Illinois (2019), Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, legalizing the recreational use.

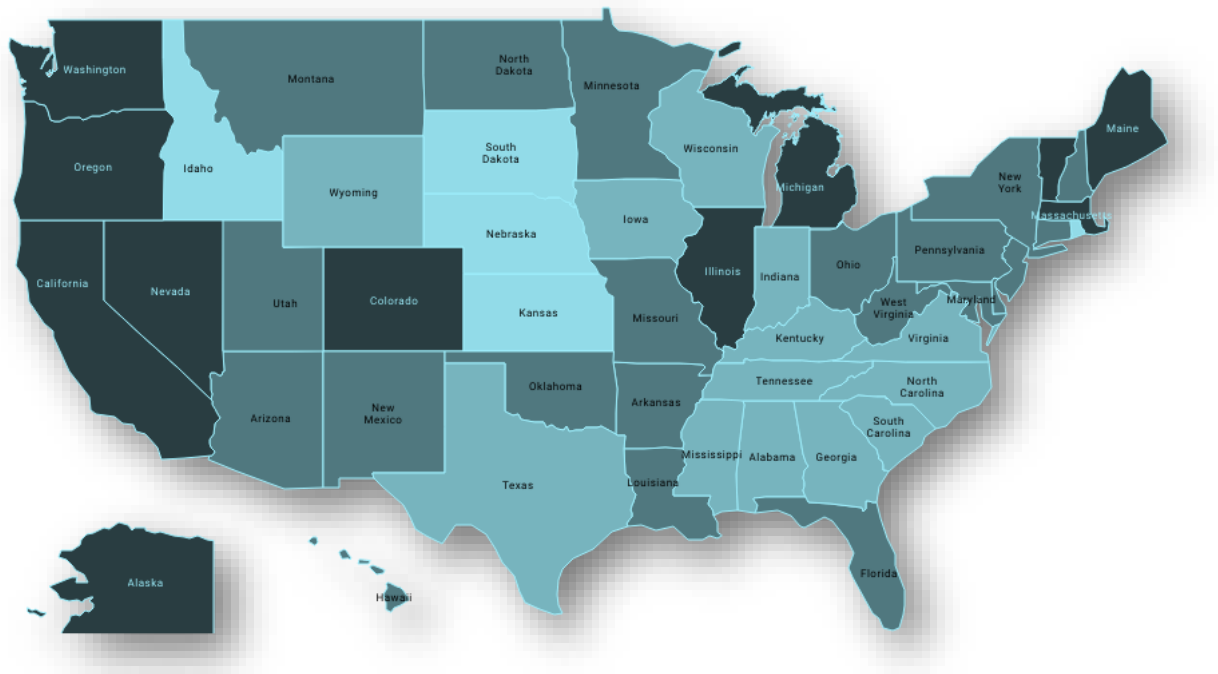


Figure 3. U.S. legalization map

Medical / Recreational cannabis legalization
Medical cannabis legalization
No laws legalizing

As a result, 33 states, the District of Columbia, Puerto Rico, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands have effective medical cannabis laws, and 11 states and the District of Columbia now allow cannabis for recreational use.

[5] Pew Research Survey, http://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/

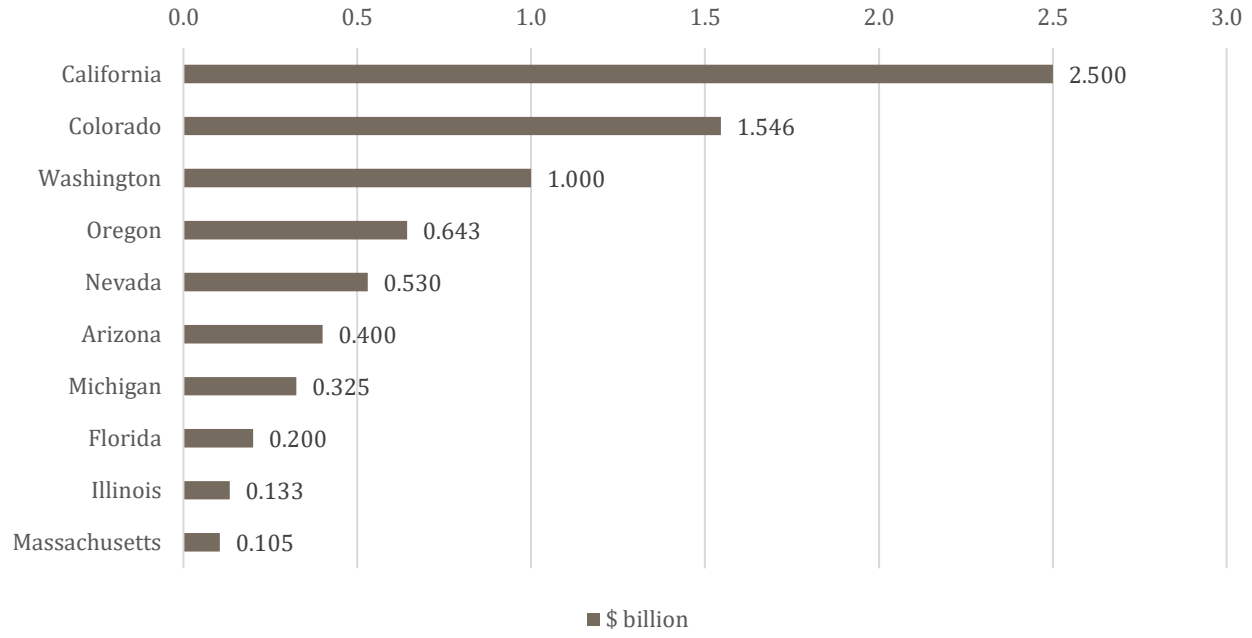


Figure 4. Medical and recreational cannabis sales in top states, 2018

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista[6]. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.

The industry employed 121,000 people in 2017 and 259,000 people in 2018. If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022, according to New Frontier Data.

Industry Analyses

Cannabis testing is by far the smallest segment of the industry when measured by number of companies. But the work labs perform is critical from a health and safety perspective, as these companies test for everything from pesticides to potency. Lab-tested cannabis is a requirement in nearly every state that regulates marijuana businesses, though no federal or industrywide standards exist.

States that require lab testing do so in an effort to ensure patients and customers are consuming cannabis that is safe and relatively free of harmful chemicals or contaminants. But each state differs in what must be tested. Regardless of what's required on the regulatory front, the vast majority of growers, infused product companies and retailers want labs to test for potency and, primarily, for concentrations of THC and/or CBD.

[6] https://www.statista.com/statistics/596641/us-cannabis-businesses-number/

Aside from providing transparency, these companies understand that providing potency information can drive purchasing decisions for many consumers and patients. Testing for residual solvents, and homogeneity can be performed by most labs, though the degree to which clients are demanding these services varies.

The global cannabis testing market is expected to reach $1.4 billion by 2021 from $0.9 billion in 2016, at a CAGR of 11.5% during forecast period (2016–2021). The growth in this market is mainly driven by legalization of medical cannabis, coupled with the growing number of cannabis testing laboratories.

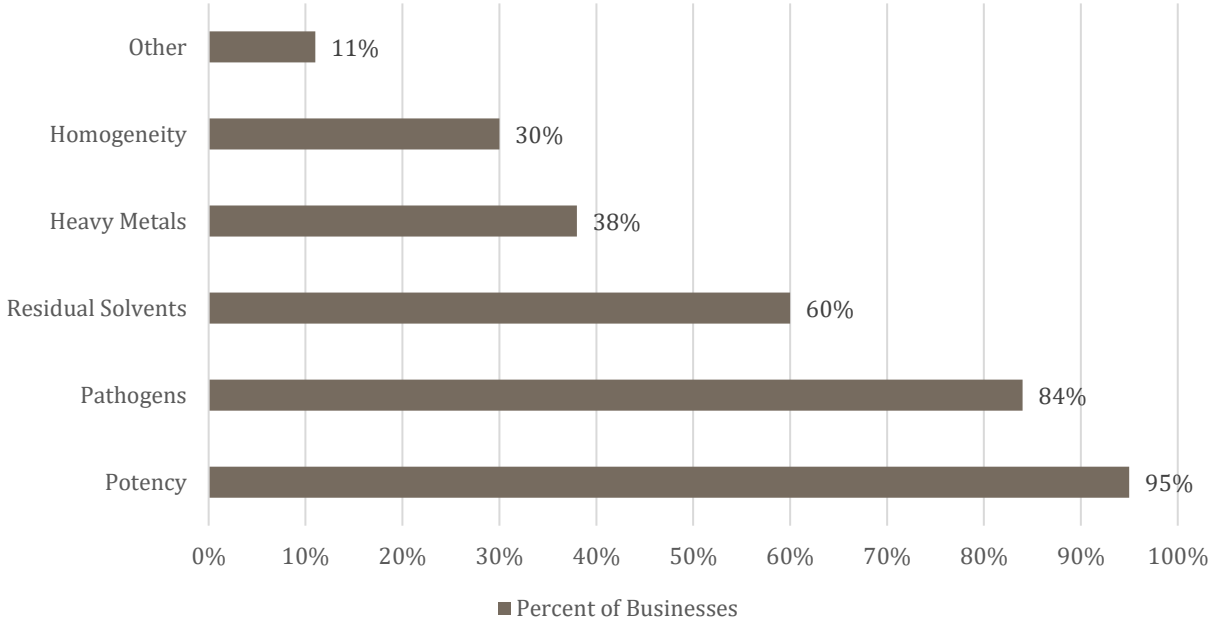


Figure 5. Types of cannabis testing obtained by cultivators, infused product makers and retailers.

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

Looking forward, lab testing will remain an integral part of the industry, as every state that legalized medical or recreational cannabis has already written or is expected to write legislation requiring cannabis to be tested before it can be sold to patients or customers. States that legalize in the future will almost certainly follow the same path. This is a positive development for prospective business owners looking for new opportunities in this sector of the cannabis industry.

Massachusetts Cannabis Market

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

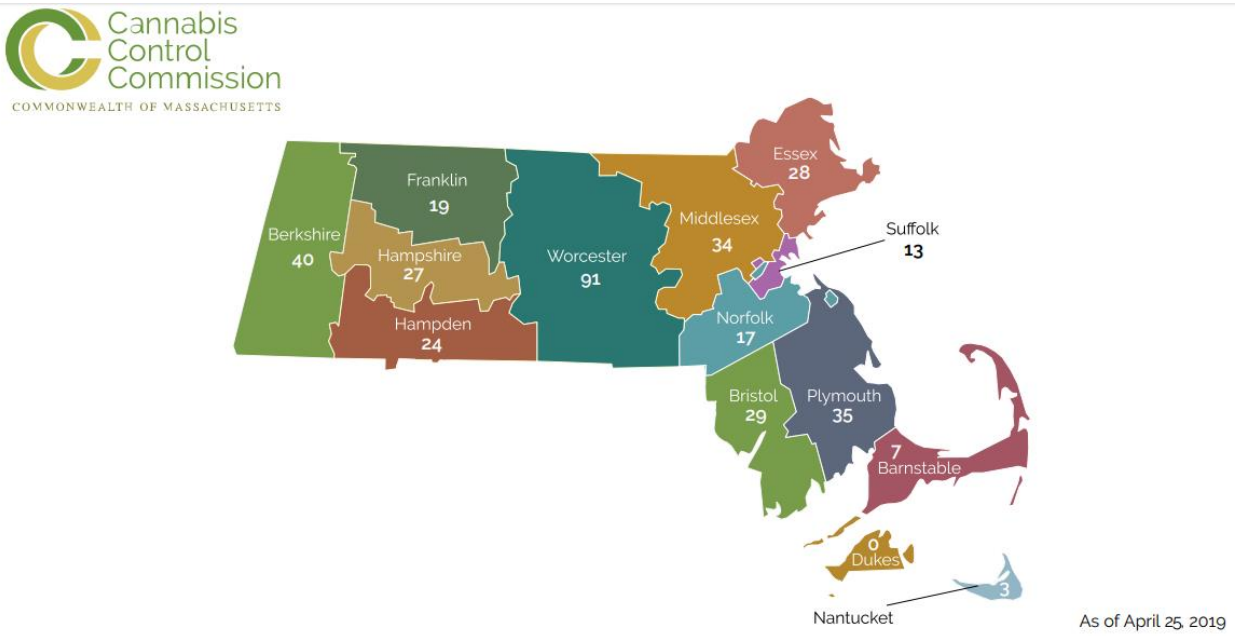
In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and first retail cannabis business opened in Massachusetts in November 2018.

Cannabis Control Commission (CCC) Deadlines[7]

March 15, 2018	CCC shall promulgate rules and regulations for the issuance of licenses.
April 1, 2018	Accept applications for licenses.
April 1-15, 2018	Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
May 1, 2018	Independent Testing Laboratory regulations and rules promulgated. Regulations for Nantucket and Duke counties promulgated.
June 1, 2018	CCC received first applications including 51 the most completed to review.
November 20, 2018	First Retail Marijuana Establishments opened in Massachusetts.

In 2018, there were over 60,000 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

[7] https://mass-cannabis-control.com/



Adult-Use Applications and Licenses

As of May 2019, 259 pending applications have been submitted, including 105 retailer, 76 cultivator, 57 manufacturer, 7 microbusiness, 3 transporter and 3 testing licenses, and 144 licenses have been awarded, including 52 retailer, 45 cultivator, 39 manufacturer, 3 microbusiness, 2 transporter and 3 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Taxes

Adult use cannabis is subject to:

- state sales tax: 6.25%
- state excise tax 10.75%
- local option for cities or towns: up to 3%

Adult-Use Sales and Product Distribution

Cannabis stores sold about $9.3 million worth of cannabis products during the first month and in May 2019 total legal cannabis sales exceeded $120 million, according to figures released by the Cannabis Control Commission[8].

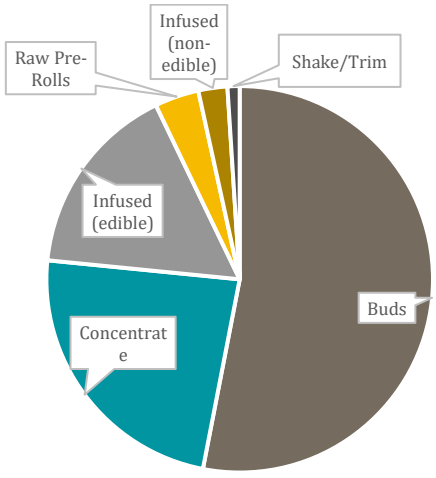


Figure 6. Total units sold by product category for one week

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a $1 billion industry by

[8] https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr

2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

SWOT Analyses

S	W	O	T
• Building of dependable relationships with cultivators, manufacturers and retailers across Massachusetts • Skilled specialists • Modern high-precision equipment	• Product liability / legal issues • Enhanced risk of banking / financial / IRS scrutiny	• High growth industry • Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes • Global Market	• Enforcement of federal law • Possible cannabis law changing • Indicators of a slowed global economy • Competitive market

Marketing Strategy

Marketing & Sales Strategy

Marketing Plan

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restrictions any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana -related concerns such as health and wellness. The marketing and sales strategy of Green Valley Analytics will be based on generating long-term personalized relationships with cultivators, manufactures and dispensaries.

Marketing and advertising campaign includes:

- Meeting with distributors and retailers
- Business events and conferences
- Business and industry associations
- Brand development
- Website development with search engine optimization
- Cannabis business directories and platforms

Table 2. Cannabis business directories

WEEDMAP https://weedmaps.com/	With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFY https://www.leafly.com/	Leafy is a cannabis information resource for finding the right strains and products.	Leafy has 226.27 thousand total visits each month.
https://www.cannasaver.com/ http://cannabiscouponcodes.com/	Websites for cannabis and related coupons.	310.04 and 81.49 thousand total visits each month correspondingly.

Pricing Policy

Package Deals

Extracts/Concentrates Compliance Package	[redacted]
Pesticides	
Potency	
Residual Solvents	
Usable Flower Compliance Package	[redacted]
Pesticides	
Potency	
Usable Flower Compliance Package: Non-Pesticide	[redacted]
Potency	

Testing

Pesticides	[redacted]
Potency	[redacted]
	[redacted]
Residual Solvents	[redacted]
	[redacted]
Mycotoxins Testing	[redacted]
	[redacted]
Vitamin E Acetate	[redacted]
Pesticide Screening	[redacted]
Microbial Impurities Testing	[redacted]
	[redacted]
Terpenes	[redacted]
Terpenes Add-On	[redacted]
(with potency or compliance test only)	
	[redacted]

Sampling Fees

Sampling Fee	[redacted]
Composite Pesticide Fee (per composite)	[redacted]

Discounts and Other Products

Batch Bag	[redacted]
Prepaid Discount (25 or more samples of same test)	[redacted]

Revenue Forecast

Figure 7. Revenue projections, $

$						
Year 1						
Year 1						
Year 2						
Year 2						
Year 3						
Year 3						

Organizational Structure

Organizational Structure

Personnel Plan

Green Valley Analytics is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We hope to leverage on their expertise to build our business brand to be well accepted in the United State.

These are the positions that will be available at Green Valley Analytics:

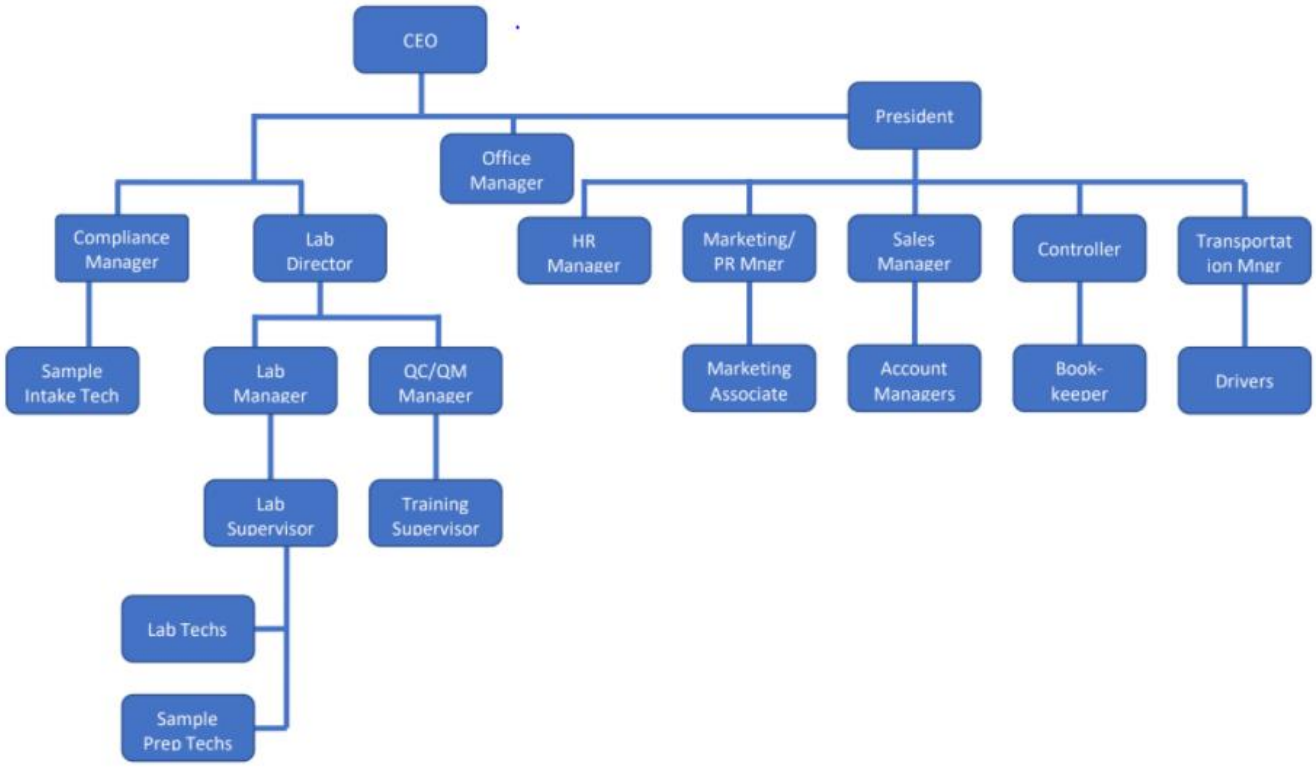


Figure 8. Organizational structure

Ownership

Chief Executive Officer (CEO): Jonathan P. Ferguson

Jonathan graduated from Alfred University in 2006 with a bachelor's degree in Mechanical Engineering. He began his professional career as a Mechanical Engineer at Shaw Stone & Webster working on retrofitting flue-gas desulfurization projects at fossil power plants. In 2008, Jonathan began working as a custom system design engineer at MilliporeSigma in the Milli-Q Lab Water Solutions group. He spent 4 years designing large, building water purification systems for the Life Science industry. He then joined the field sales organization as a Field Sales Specialist, and for the last 10 years has been providing high-purity water systems and equipment to industries like academic research, pharmaceuticals, food & beverage and testing labs. It is during this tenure where he developed a passion and understanding for the importance of accurate testing and research on consumer products such as cannabis. Once the start date for the Massachusetts marijuana testing laboratory becomes visible, Jonathan will be leaving his role at MilliporeSigma to be the full-time CEO of Green Valley Analytics. Jonathan currently resides in Easthampton, MA and is expecting his first child in May.

https://www.linkedin.com/in/jonathan-f-5991795/

President: Mark Zatyrka

Green Valley Analytics' President and Co-Founder, Mark Zatyrka has extensive experience owning and operating companies. Mr. Zatyrka has significant cannabis business, healthcare business and nonprofit experience. He is also well-recognized in Western Massachusetts and throughout New England for his philanthropic work and his advocacy for patient rights.

Mr. Zatyrka served as the CEO of Insa, since its inception, between 2016-2020. Insa is a multi-state vertically integrated cannabis operation. Insa operated one of the largest cultivation centers in the state of Massachusetts with a second cultivation center in Pennsylvania. In addition, Insa also operated its own manufacturing lab, kitchen, transportation, medical home delivery, and three dispensaries, including Insa Easthampton, which was the fourth dispensary to open in the state of Massachusetts.

Prior to Insa, for approximately fifteen years, Mr. Zatyrka was an owner and Vice President of Sales, Marketing and Public Relations at American Homecare Federation (AHF), a national specialty pharmacy. Mr. Zatyrka managed 20 pharmacists and team members who provided patients with all essential medication and supplies, nursing support, infusion training, education materials, and social services.

AHF has received a satisfactory rating of 100% from their patients every year. The specialty pharmacy received the Joint Commission's gold seal of approval for eight years in a row. In 2006, Mr. Zatyrka sold AHF to Diplomat Specialty Pharmacy. Mr. Zatyrka and his team brought Diplomat public a couple years later.

Through his experience in the cannabis industry and healthcare/specialty medication dispensing, Mr. Zatyrka is highly experienced running heavily regulated businesses that ensure patient safety and full compliance with federal, state, and local laws and regulations.

In addition to being a successful business owner, Mr. Zatyrka has non-profit experience as well. He served on the board of directors for the AIDS Foundation of Western Massachusetts, which focused on patient support and HIV/AIDS education in the community. Mr. Zatyrka oversaw its development and programming. In his first year as the foundation's AIDS Walk Chair, donations increased from $3,000 to $50,000 and participation increased from 20 to 500 people. Mr. Zatyrka also co-founded the Connecticut Hemophilia Society, a nonprofit organization that continues to thrive today. He developed the organization's operational and financial structure to ensure longevity and compliance. Mr. Zatyrka also served on the board of directors for Save One Life and the Fund for Genetic Equity. Mr. Zatyrka has also been extremely active with The Hole in the Wall Gang Camp, a camp for kids living with chronic and terminal illnesses, founded by Paul Newman.

Mr. Zatyrka was also co-owner of Power of Humans, a good-news website and shop.

Mr. Zatyrka has received several business and community awards including Massachusetts' Business West 40 Under Forty Award, Hartford Business Journal's 40 Under Forty Award, Patient Services, Inc.'s (PSI) Lifetime Achievement Award, Hemophilia Federation of America's Humanitarian of the Year Award, and a State of Connecticut's Official Citation for his work on the CT's Bleeding Disorders Task Force.

Lab Director: TBD

Restricted Access to Age 21 and Older

Green Valley Analytics is an independent testing laboratory servicing the medicinal and recreational cannabis industry in the Commonwealth of Massachusetts. As such, the facility is required to follow all guidelines stipulated by the Massachusetts Department of Public Health and Cannabis Control Commission. These regulations state that all employees must be at least 21 years-old, be legally authorized to work in the United States and submit to a CORI background check. All executives of the business have submitted a CORI Acknowledgement Form, IVES Form 4506-T, Disclosure and Acknowledgment Form, and Release Authorization Form.

At any given time, it is strictly prohibited to have anyone on-site who is younger than 21 years old.

Any and all employees or visitors will be required to present valid/current state issued license or Passport to verify age and will be denied access if not 21 years of age or older.

The following will be the only individuals authorized to be in the facility:

1. Staff: As stated above, all employees are at least 21 years old, US Citizens and have full criminal background checks.

2. Clients: All existing and potential clients will be required to present a valid state issued license or passport to verify that they are 21 years of age or older

3. Utility or Service Technicians and Outside Vendors: Anyone who performs work or service on-site will be required to present valid identification prior to entering facility and will be denied access if under the age of 21.

Personnel Policies

The Green Valley Analytics Personnel Policies establish acceptable workplace guidelines and rules that govern how our company deals with human resource and personnel related issues, and covers three main areas, providing a framework that reflects the intentions and goals of management. The three main topics outlined are:

- Employer Expectations
- Employee Expectations, and
- Administrative Issues.

These three topics are discussed in detail in the employee handbook and offer more specific procedural instructions as well. The Green Valley Analytics Employee Handbook outlines the company's expectations of their employees regarding attendance, punctuality, time off, job requirements, Internet use and drug policies. Employee expectations include compensation, salary, benefits, sexual harassment policies, privacy rights, equal opportunity employment and grievance procedures. Administrative issues include the company's policies on communicating disclaimers and changes to the handbook or other policies, proper procedures for documenting workplace injuries, safety and protocol. The handbook also clearly states the company's mission and its desire to promote from within, thereby increasing morale and reducing employee turnover.

Green Valley Analytics has one main goal, and that is to provide the most thorough and rigorous testing protocols to the medicinal and recreational cannabis industry in the commonwealth of Massachusetts. Green Valley Analytics envisions a world where there is universal access to high quality, third party lab-verified cannabis products that have been tested with the greatest degree of reliability.

Green Valley Analytics – Plan to comply with 935 CMR 500.105(9) (Record Keeping)

9) Record Keeping:

Records of Green Valley Analytics will be available for inspection by the Commission, on request.

The financial records of Green Valley Analytics will be maintained in accordance with generally accepted accounting principles.

Written records that will be kept and that are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

(a) Written Operating Procedures as required by 935 CMR 500.105(1)

(b) Inventory Records as required by 935 CMR 500.105(8)

(c) Seed-to-sale SOR Electronic Tracking System records for all Marijuana Products as required by 935 CMR 500.105(8)(e)

(d) The following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.

2. A personnel record for each Laboratory Agent.

Such records will be maintained for at least 12 months after termination of the individual's affiliation with Green Valley Analytics and will include, at a minimum, the following:

a. All materials submitted to the commission pursuant to 935 CMR 500.030(2)

b. Documentation of verification of references

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

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

e. Documentation of periodic performance evaluations

f. A record of any disciplinary action taken

g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

3. Green Valley Analytics will have a staffing plan that will demonstrate accessible business hours and safe cultivation conditions.

4. Personnel policies and procedures, including, at a minimum, the following:

a. Code of ethics

b. Whistle-blower policy

c. A policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.

5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

(e) Business records, which will include manual or computerized records of:

1. Assets and liabilities

2. Monetary transactions

3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.

4. Sales records, including the quantity, form, and cost of marijuana products.

5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

(f) Waste disposal records as required under 935 CMR 500.105(12)

(g) Following closure of Green Valley Analytics, all records will be kept for at least two years at the expense of Green Valley Analytics and in a form and location acceptable to the Commission.

Green Valley Analytics – Plan to comply with 935 CMR 500.101(c)(8)(j) (Maintenance of Financial Records)

935 CMR 500.101(c)(8)(j) (Maintenance of Financial Records)

The financial records of Green Valley Analytics will be maintained in accordance with generally accepted accounting principles.

Diversity Plan

Green Valley Analytics is an Independent Testing Laboratory servicing licensed marijuana cultivators, product manufacturers, and retailers. The company uses state-of-the-art scientific techniques to test cannabis products from the Commonwealth of Massachusetts ensuring safe consumer access for both the medicinal and adult-use markets. Green Valley Analytics is fully committed to legitimizing an industry that has long existed unregulated and in the shadows. Through this commitment, Green Valley Analytics will institute a diversity plan to ensure equitable opportunities in the community that the company does business in. This plan is comprised of goals supported by programs to achieve these goals based on objective criteria to measure success of the company's plan. The details of this plan are outlined below:

Goal—GVA Labs will have the number of minority-, veterans-, women-, LGBT-, and disable-owned businesses used as vendors or contractors to make up at least 25% of our preferred vendor list.

Programs—GVA Labs will institute a training program for all purchasing agents and lab managers that will instruct these stake holders to provide at least three possible vendors with at least one being a certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Service-Disabled Veteran Owned Business Enterprise (SDVOBE), Veteran Owned Business (VOB), LGBT Business Enterprises (LGBTBE), or Disability Owned Business Enterprise (DOBE). These businesses must be certified by one of the following organizations: Massachusetts Supplier Diversity Office, Greater New England Minority Supplier Development Council, Women's Business Enterprise Council, Center for Women & Enterprise, Veterans Business Outreach Center, and US Veterans Administration. GVA Labs will also register with local business organizations that promote the aforementioned business enterprises.

Metrics—human resources will maintain training records in all employee files as defined by the company's Quality Management System. All new employees with direct purchasing influence will be required to complete this training within one month of hire date. The quality management group will conduct quarterly reviews to ensure the company is in compliance with these programs and meets the stated goal of having at least 25% of vendors representing these targeted groups.

Goal— GVA Labs will hire individuals that fall within the demographic groups designated by the Cannabis Control Commission: 55% female, 40% minorities, 25% veterans, 10% peoples with disabilities, and 10% LGBTQ+ individuals.

Programs— GVA Labs will recruit applicants by posting open positions on Indeed.com and LinkedIn specifically looking for women, minority, or veterans. As positions become available, the postings will be posted on the above-mentioned job boards. Because of the specialized nature of positions required for a laboratory setting, some positions do not become available on a regular basis. Therefore, this recruitment effort is done on an ongoing basis as business needs arise and positions become available.

Metrics—on a quarterly basis, the HR manager will conduct a staff demographic review. The manager will count the number of individuals hired that fall into the above-mentioned groups with the employee total ensuring that 50% of individuals hired fall within this goal.

Goal—Green Valley Analytics wants to develop female leadership from within the company and increase the number of female managers by at least 50% year-over-year.

Program—GVA Labs will institute a structured identification and review process to promote women employees into management positions as the company grows. Senior management will identify individuals who exhibit leadership qualities—integrity, accountability, vision, drive—and recruit them into a development program designed to elevate them into increasingly valuable roles and responsibilities. Once a candidate is identified, they will be approached to develop a plan tailored to the individual's professional objectives. With this input, senior management will finalize a plan with timelines and milestones. These programs may include continued education opportunities, addition of direct reports, or a new role within the organization. These plans will be structured with metrics to ensure the candidates are progressing towards their goals.

Metrics— GVA Labs will matriculate at least one individual the first full year of operation and at least two the second full year. Records of these plans will be maintained by human resources in their employment files while all other activities shall be actively overseen through senior and direct management.

In addition to the periodic reviews set forth in the Metrics section of each goal, the progress of each goal contained within the plan shall be documented annually for purposes of license renewal. This report shall be furnished to the Commission upon submission of the renewal application.

In compliance with 935 CRM 500.105 (4), the company shall not advertise, brand, market, or sponsor anything deemed prohibited in state guidelines.

Any actions taken or programs instituted by the company shall not violate the Commission's regulations with respect to limitations on ownership or control. Additionally, this plan shall remain compliant with all applicable state laws and regulations.

STANDARD OPERATING PROCEDURES
Title: Personnel Training and Competencies Procedure

1. SCOPE

1.1. This SOP establishes the policies and procedures for personnel training and competency training at Green Valley Analytics.

1.2. This procedure is applicable to all personnel

2. RESPONSIBILITIES

2.1. All personnel are responsible for reading and understanding the policies and procedures outlined in this document.

2.2. Department supervisors for ensuring that training is assigned, completed, and documented.

2.3. Department managers and directors are responsible for implementation and review of the Personnel Training and Competency Program, and where applicable reviewing and making changes to the program to ensure that personnel are receiving appropriate training in support of all of their job functions.

3. DEFINITIONS

3.1. Analytical Procedures: Procedures relating to the laboratory performance of a job function requiring technical competencies. These procedures include but are not limited to assay procedures and equipment procedures.

3.2. Technical Procedures: Procedures relating to the performance of a job function requiring technical competencies. These procedures include but are not limited to sampling procedures.

3.3. Non-Technical Procedures: Refer to procedures that do not require Operators training at Green Valley Analytics. These procedures include, but are not limited to Impartiality Procedure, and Confidentiality Procedure.

3.4. Trainer: Refers to the personnel or external body administering the training.

3.5. Trainee: Refers to the personnel receiving the training.

3.6. Competency: Refers to a personnel's ability to perform a task that have been trained in without the need for supervision.

4. EQUIPMENT

4.1. Not Applicable.

5. MATERIALS

5.1. Not Applicable.

6. SUPPORTING DOCUMENTS, SOPS, AND FORMS

6.1. Q-010.1 Personnel Training Form

7. SAFETY AND PRECAUTIONS

7.1. Not Applicable.

8. PROCEDURES

8.1. **General Procedure:**

8.1.1. All personnel are required to train on job related functions.

8.1.1.1. Documents related to specific work functions can be found in Green Valley Analytics' document management system.

8.1.1.2. All personnel are assigned training specific to their job function in the document management system.

8.1.1.3. Personnel training is recorded in the document management system.

8.1.2. Before starting any work-related duties, personnel will be familiar with work related documents. These documents include procedures, work instructions, applicable manuals and regulations.

8.1.3. Personnel will be supervised until training is competed and competency is demonstrated.

8.1.4. Training and competency are determined by the employee's educational qualifications, experience, and complexity of the test method, and knowledge of the test method performed.

8.1.5. The employee will not perform any procedure, inspections, or methods until all applicable training has been completed and competency demonstrated.

8.1.6. Employees may request training related to their duties

8.2. **Training Techniques:**

8.2.1. Analytical training techniques:

8.2.1.1. The training process for analytical procedures consists of the following:

8.2.1.1.1. Trainee completes specialized training. Examples of specialized training includes, but not limited to, instrument training, chemistry or biology training, or training related to the analytical procedure. This training may be formal (results in a certificate) or informal (for example, a video or webinar).

8.2.1.1.2. Trainee reads the procedures, work instructions, and other applicable documents.

8.2.1.1.3. Trainee observes demonstration of the procedure by a trainer.

8.2.1.1.4. Trainee performs the procedure under observation by a trainer.

8.2.1.1.5. Trainee successfully completes the procedure independently on four separate occasions. The fourth analysis is to contain an QC sample and will be used to demonstrate competency.

8.2.1.1.6. Training and demonstration of competency for the analytical procedure is recorded on Q-010.1 Personnel Training Form and retained with the associated training file.

8.2.2. Technical training techniques:

8.2.2.1. The training process for technical procedures consists of the following:

8.2.2.1.1. Trainee reads the procedures, work instructions, and other applicable documents.

8.2.2.1.2. Trainee observes demonstration of the procedure by a trainer.

8.2.2.1.3. Trainee performs the procedure under observation by a trainer.

8.2.2.1.4. Trainee successfully completes the procedure independently.

8.2.2.1.5. Training and competency for a specific technical procedure is recorded on Q-010.1 Personnel Training Form and retained with the associated training file.

8.2.3. Non-technical or general training techniques:

8.2.3.1. The training for non-technical procedures includes, but are not limited to:

8.2.3.1.1. Reading laboratory procedures, SOPs, manufacturer's training, demonstrations, webinars, seminars, etc.

8.2.3.1.2. Law enforcement and compliance, security training, lab safety, PPE training, chemical hygiene, personal hygiene, etc.

8.3. **Assessment Tools:**

8.3.1. Employees performance is verified by measurement against a defined performance standard. The measures used to verify an employee's performance are assessment tools. Tools that could be utilized to assess personnel performance include:

8.3.1.1. Observation of procedure: observation by a trainer of an employee performing or demonstrating a procedure.

8.3.1.2. Testing blind QC samples: Employees are unaware when blind test samples are assigned. They appear identical to other samples. The purpose is to provide simulated samples to measure realistic analytic conditions.

8.3.1.3. Testing known samples: participants know and plan for known testing events.

8.4. **Demonstration of Competency:**

8.4.1. To be competent the trainee must understand the concepts of the task, successfully complete all aspects of the training, and successfully perform the task without supervision.

8.4.2. To remain competent, the trainee must demonstrate the procedure of competence annually.

8.5. **Training and Competency Records:**

8.5.1. Training and competency records are maintained in Green Valley Analytics' document management system.

8.5.2. Analytical and Technical Training:

8.5.2.1. The department manager in coordination with the department director identifies all the documents necessary for training.

8.5.2.2. These documents are assigned in the document management system to the personnel.

8.5.2.3. Record of the documents review, and training is recorded.

8.5.2.4. Following review and training on a document the trainee will be assigned Operators Training. This training is recorded on the Q-010.1 Personnel Training Form.

8.5.2.5. Upon completion of the operators training the department manager will review the operators training form and sign off. A record of this training is maintained with the employees training file.

8.5.3. Non-Technical Procedures Training:

8.5.3.1. Department managers in coordination with Quality Assurance identifies all the documents necessary for personnel training.

8.5.3.2. These documents are assigned in the document management system to the personnel.

8.5.3.3. Record of the documents review, and training is recorded.

8.5.4. **Other Training:**

8.5.4.1. Other training, such as manufacturers training can be recorded on the Q-010.1 Personnel Training Form and a record of the training maintained with the employee's personnel file.

9. REFERENCES

9.1. Cannabis Testing Accreditation Program and ISO IEC 17025 Specific Combine Checklist.

9.2. Commonwealth of Massachusetts Cannabis Control Commission (CCC) Quality Assurance Program Plan (QAPP).

10. REVISIONS

Revision	Date	Reason for Change
00		Initial Issue

EMPLOYMENT POLICIES 2021

v.03.30.2021

Welcome to Green Valley Analytics!

We're so excited to have you joining our team. This packet of employment policies has been prepared by the Human Resources Department. This packet includes all current policies that are important for employees to know and understand.

Here are some additional key points we'd like you to be familiar with:

Work Emails:
A Green Valley Analytics email account has been created for each employee. This email will be used for all work-related communications, time off requests, company-wide newsletters, and communication with an employee'ssupervisor. All current employees are automatically included in the inbox directory, so when drafting a new email, simply start typing the person's name and their email will appear.

Wurk Account:
All Green Valley Analytics (GVA) employees have access to a self-service payroll, benefits, and HR portal through Wurk. This portalis used for policy dissemination, time off requests, benefits enrollment, and other changes. All employeescan view their pay information; change their tax withholding, personal information, direct deposit, and other personal information; and view and change their benefits through this portal. It is important to be familiar with the functionality. Any questions about how to use the functions available should be directed to Human Resources.

Who to Contact:
Most questions can be directed to **your supervisor**. Your supervisor's name and GVA email address arelisted on your offer letter. All time off requests should be directed to your supervisor via the Wurk portal.

For payroll-related issues and HR-related questions, you can email Mark Zatyrka, President, at mzatyrka@gvalabs.com. Mark can assist with routine issues that may come up, such as questions about your paycheck.

The president is the best person to contact for employee relations issues or benefit questions.

Employment At-Will

This handbook has been prepared to give you a general overview of GVA employment policies. Careful review and familiarization of the policies within are your responsibility. The contents of this handbook are presented as a matter of information only. While GVA believes wholeheartedly in the plans, policies and procedures described here, they are not conditions of employment. GVA reserves the right to modify, revoke, suspend, terminate or change any and all such plans, policies, benefits or procedures in whole or in part, at any time, with or without notice. The language used in this handbook is not intended to create nor is it to be construed to constitute a contract between GVA and any one or all employees, nor does it convey any expressed or implied promises. All employees are at-will employees and GVA or the employee may terminate employment at any time for any or no reason, and with or without notice.

Equal Employment Opportunity

GVA is committed to Equal Employment Opportunity in all employment decisions. Accordingly, all personnel decisions, including those regarding recruitment, training, hiring, termination, promotion, demotion, and transfer, shall be made without regard to race, color, sex, religion, national origin, ancestry, age, sexual orientation, disability status, gender identity, genetic information, veteran status, pregnancy or pregnancy-related condition, including but not limited to lactation or the need to express breast milk for a nursing child, or any other characteristic protected by applicable law. The Human Resources Department is responsible for ensuring that this Equal Opportunity Policy is followed throughout our Company.

Americans with Disabilities Act (ADA) Accommodations

The Americans with Disabilities Act (ADA) protects disabled individuals from discrimination with respect to any terms, privileges, or conditions of employment because of a physical or mental disability. GVA will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of physical or mental disability. In addition, the Company will make reasonable accommodations for employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job, with or without accommodation, and provided that any accommodations made do not impose an undue hardship on the Company. Any employee who feels that an accommodation is necessary to be able to perform the essential functions of their job should contact Human Resources.

In connection with an accommodation request, an employee may be asked to provide a medical release that authorizes GVA to contact their treating physician(s), as well as to obtain copies of medical records. An employee may also be asked to undergo one or more examinations by a physician chosen by GVA. If anemployee is asked to undergo a physical, the Company will pay the costs associated with the examination(s).

In accordance with the ADA, any medical records for an employee will be kept in a confidential file and destroyed as soon as possible or returned to the employee after termination of employment in accordance with the provisions of the privacy sections of the HIPAA regulations. In addition, the existence of an employee's disability, and any associated records, reports, and other knowledge gained by GVA will be kept confidential.

The Genetic Information Nondiscrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Company asks that employees not provide any genetic information when submitting their requests for a reasonable accommodation. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

If employees have any questions regarding this policy, they are encouraged to discuss them with Human Resources.

Background Check and Agent Licensing Policy

Purpose

The purpose of this Background Check and Agent Licensing Policy is to ensure compliance with 935 CMR 500, 501, and 502.

Scope and Administration of this Policy

GVA is a Marijuana Establishment under 935 CMR 500.000, 501.000, and 502.000, and is required to conduct background checks on all prospective Marijuana Establishment Licensees and Marijuana Establishment Agents of the Company within the Commonwealth of Massachusetts.

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy, or if you have any questions about background checks that are not addressed in this policy, please contact the Human Resources Department.

Definitions

Laboratory Agents ("Agents")

In accordance with 935 CMR 500.800 and 500.803: Suitability Standard for Registration as a Laboratory Agent, GVA is required to conduct background checks for all Agents. Per the law, the term "Agents" includes the following individuals: board members, directors, executives, managers, employees,and volunteers. For an individual to be deemed suitable for registration, they must:

1. Be 21 years of age or older;
2. Have never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction; and
3. Be suitable for registration in accordance with 935 CMR 500.800 and 500.803.

Marijuana Establishment (Adult Use)

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

Marijuana Retailer (Adult Use)

An entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers.

Marijuana Product Manufacturer (Adult Use)

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

Marijuana Cultivator (Adult Use)

An entity licensed to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers.

Medical Marijuana Treatment Center

An entity validly registered under 935 CMR 501.100, that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, "MTC" refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

Marijuana Establishment Licensees

In accordance with 500.801: Suitability Standard for Licensure, GVA is required to conduct backgroundchecks for all Licensees. Per the law, the term "Licensees" applies solely to Laboratory Agents listed on the application for licensure. For an individual to be deemed suitable for registration, they must:

1. Be 21 years of age or older;
2. Have never been convicted of a felony, in the Commonwealth, or for an offense in another state that would be a felony in the Commonwealth, except for a prior conviction solely for a marijuana offense or solely for a violation of M.G.L. c. 94C, § 34, unless the offense involved distribution; and
3. Be suitable for registration in accordance with 935 CMR 500.800 and 500.803.

CORI and Other Background Checks

For the purposes of this policy, "CORI and other background checks" refers to the following:

1. Criminal Offender Record Information (CORI);

2. A national background check;
3. A license verification;
4. Education verification; *
5. Employment verification;
6. Reference checks; and
7. A driving record. *

**Dependent on a candidate's position.*

Restricted Access

CORI and other background checks used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy, 935 CMR 500.000, 501.000, and 502.000, and any other applicable state or federal laws or regulations. Candidates are not permitted to begin work until a satisfactory result has been returned.

All CORI and other background checks obtained by GVA are confidential, and access to the information is limited to those individuals who have a "need to know." This may include, but is not limited to, hiring managers and Human Resources staff submitting background check requests. GVA also reserves the right to provide relevant information to out-of-state agencies, only for the express purpose of obtaining licenses in those states, in compliance with the applicable state licensing laws and regulations of those states, and all applicants consent to such dissemination as needed. GVA maintains a current list of each individual authorized to have access to or view CORI and other background check information. This list is updated every six (6) months and is subject to inspection upon request by the Department of Criminal Justice Information Services ("DCJIS") and the Cannabis Control Commission ("CCC") at any time.

Accordingly, all personnel authorized to review or access CORI at GVA will review and will be thoroughly familiar with the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. GVA is an agency required by MGL c. 6,§ 171A, to maintain a CORI policy, and all personnel authorized to conduct criminal history background checks and/or to review CORI information will review and will be thoroughly familiar with this policy.

CORI and other background check information is stored, both physically and digitally, in accordance with GVA's Human Resources Recordkeeping Standard Operating Procedures and in compliance with all applicable state and federal laws.

Secondary Dissemination Logs

All CORI obtained from the DCJIS, or any other source, and other background information is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI or other background check information outside this organization, including dissemination at the request of the subject.

Procedures

GVA uses a Consumer Reporting Agency (CRA) to request CORI reports and other background information. All prospective employees, prior to a report being requested, sign the following forms:

1. A CORI Acknowledgement Form;

2. A CRA Authorization Form; and
3. A Federal Fair Credit Reporting Act (FCRA) Disclosure and Authorization.

GVA will ensure that all background checks are conducted in compliance with all federal and state statutes, such as the federal Fair Credit Reporting Act ("FCRA"). Through background checks, GVA seeksonly information that pertains to the quality and quantity of work performed by the applicant or employee, the applicant's attendance record, education, and other issues that can impact GVA's workplace.

As part of background checks, credit information may be collected consistent with FCRA and MCRA. In general, FCRA and MCRA require employers to obtain an applicant's or employee's written authorization and consent before obtaining a credit report. In connection with background checks, the Company will:

1. Certify to the consumer-reporting agency that the employer is in compliance with FCRA and will not misuse the information it receives;
2. Disclose to the applicant or employee, on a separate form, that its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes;
3. Obtain written authorization from the applicant or employee;
4. inform the individual of their right to request additional information on the nature of the report and the means through which such information may be obtained;
5. Inform the applicant that the report may include information about the individual's character, general reputation, and personal characteristics;
6. Provide the individual with a summary of their rights under FCRA.

In addition, MCRA further requires that, if requested by the consumer, the consumer reporting agency must provide the consumer with a copy of the report when completed (M.G.L. Ch. 93, § 53(b)).

If the results of the background check reveal negative information that may affect employment, the Company, prior to initiating any adverse employment action, will inform the applicant or employee of the negative information, provide the applicant or employee with a summary of rights under FCRA and MCRA, provide the applicant or employee with an opportunity to review a copy of the background check information, and advise the applicant or employee of their right to dispute inaccurate information within a reasonable time.

Pre-Employment

Upon hire, all candidates are provided with a copy of this policy for review and acknowledgement of receipt. Pre-employment CORI and other background checks will only be made with the express, written permission of the candidate or employee by way of the CORI acknowledgement and other required forms as indicated above. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, § 172, and only after all required forms have been completed.

Failure to timely complete the required authorizations may result in termination of GVA's consideration of your application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

Post-Employment

Post-employment CORI and other background checks are completed annually for the renewal of an employee's agent licenses. Post-employment CORI and other background checks will only be made with the express, written permission of the candidate or employee by way of the CORI acknowledgement and

other required forms as indicated above. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, § 172, and only after all required forms have been completed.

Suitability for Employment

Laboratory Agents - New Hires

In order to determine a candidate's suitability for licensure, GVA follows the crime table as outlined in 500.803: Suitability Standard for Registration as a Laboratory Agent. Table E has individual restrictions in regard to a Mandatory Disqualification or a Presumptive Negative suitability determination. A copy of this table is included at the end of this policy.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.029(1):

1. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction;
2. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability;
3. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.803: Table E commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence upon release from incarceration.
4. All suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, the Suitability Review Committee shall:

    1. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.803: Table E renders the subject unsuitable for registration regardless of the determination of the licensee; and
    2. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Verification of Identity

If a criminal record is received from the DCJIS, or any other source, the information is closely compared with the information on the CORI acknowledgement form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If a determination is made, based on the information provided, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made.

All candidates for whom the background check result returns a suitability determination of Presumptive Negative will be informed in writing that they may face an adverse hiring decision, are provided with:

1. A copy of their CORI and other background check results; and

2. The DCJIS document “Information Concerning the Process in Correcting a Criminal Record.”

GVA will provide any applicant or employee subject to a potential adverse employment decision based ona criminal history record a reasonable period of time of not less than five (5) business days to dispute therecord or otherwise provide explanatory information. As part of this process, candidates will be asked to provide a written account of the offense(s) indicated as well as at least one letter of reference from a former coworker, preferably a supervisor, whom they have known for a period of at least one (1) year. GVA may proceed with an adverse employment decision notwithstanding any such dispute or explanatoryinformation.

GVA will review the circumstances surrounding the offenses and will take the following factors intoconsideration when a Presumptive Negative Suitability Determination is made:

1. Time since the offense or incident;
2. Age of the subject at the time of the offense or incident;
3. Nature and specific circumstances of the offense or incident;
4. Sentence imposed and length, if any, of incarceration, if criminal;
5. Penalty or discipline imposed, including damages awarded, if civil or administrative;
6. Relationship of offense or incident to nature of work to be performed;
7. Number of offenses or incidents;
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject’s conduct and experience since the time of the offense, including, but not limited to, professional or educational certifications obtained; and
10. Any other relevant information, including information submitted by the subject to

GVA.Once GVA has made its own suitability determination, GVA will:

1. Submit the candidate’s application for licensing to the CCC, including all relevant documentation submitted by or on behalf of the candidate; OR
2. Remove the candidate for consideration of employment by informing the individual in writing.

If a candidate is selected to move forward with the licensing process, their information will be reviewed by the Commonwealth’s Suitability Review Committee, which will make their own determination based on the above factors. In some cases, the state may conclude, despite GVA’s recommendation that the candidate move forward, that the candidate is not suitable for hire. GVA will then inform the individual, inwriting, of the adverse hiring decision, including all relevant documentation provided by the CCC.

Marijuana Establishment Licensees

If an individual is included in any GVA license application, additional background checks must be completed, in compliance with 935 CMR 500.101(1) and (2). In addition to the above requirements, these individuals must also sign an authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, and will be required to provide all information detailing all involvement in any criminal or civil or administrative matters, as described in 935 CMR 500.101(1)(b).

Agent License Attestations

Once an individual's background check is complete and the individual has been deemed "suitable" for employment with the Company, GVA will submit an application for licensure to the CCC. Depending on the individual's role within the Company, one or more of the following forms must be completed:

1. Agent Registration Attestation and Acknowledgement Form (Adult Use)
2. Application for Employment – Attestation Form (Medical)

The Agent Registration Attestation and Acknowledgement Form must be completed for all Massachusetts adult use licenses for which the employee is applying. Employees completing this form must attest that:

1. They will not engage in the diversion of marijuana products; and
2. Acknowledge any limitations on their authorization to cultivate, harvest, prepare, package, possess, test, transport, or dispense marijuana in the Commonwealth.

The Application for Employment – Attestation Form (Medical) must be completed for all Massachusetts medical licenses for which the employee is applying. Employees completing this form must attest:

1. That they are at least 21 years old;
2. That they have not made any false statements or representations about their identity or qualifications;
3. That they have not been convicted of a felony drug offense in Massachusetts, or any like violation of the laws of another state, the United States, or a military, territorial, or Indian tribal authority;
4. That their work activities with marijuana for medical purposes in Massachusetts will be in compliance with Chapter 369 of the Acts of 2012, Chapter 55 of the Acts of 2017, G.L. c. 94I and the Cannabis Control Commission (CCC) regulations, 935 CMR 501.000 and 502.000;
5. That they will not engage in the diversion of Medical Use of Marijuana;
6. That they understand that the protections conferred by Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana, and Chapter 55 of the Acts of 2017, G.L. c. 94I, for possession of marijuana for medical use are applicable only within Massachusetts;
7. That they understand that nothing in Massachusetts law or the Cannabis Control Commission (CCC) regulations, 935 CMR 501.000 and 502.000, purports to give immunity under federal law or poses an obstacle to federal enforcement of federal law;
8. That they understand that they are responsible for notifying their MTC principal within one business day after any change to the information that they have submitted, or after they discover that their ID card has been lost or stolen; and
9. That they understand that they must carry their ID card at all times while in possession of Marijuana, including at all times while at an MTC or while transporting marijuana.

License Application Submission Process

Prospective or current Agents must also submit the following items to GVA:

1. A photo that meets the following criteria:
    a. Taken in portrait/upright format
    b. Taken in front of a plain white or off-white background;
    c. Taken within the last 6 months;
    d. Showing only their head and the top of their shoulders;

e. Taken looking directly at the camera held at eye level;
f. Taken with both eyes open, and without eyewear; and
g. Taken without any item that covers their face or head, except for religious purposes.

2. An state-issued photo ID that meets the following criteria:
   a. Unexpired;
   b. Has clearly legible text on both sides; and
   c. If the address listed on the ID is out of date, they must please write their current address on the back of the ID, following the change of address process determined by the state that issued the identification document).

The prospective Laboratory Agent's application will be submitted by GVA's Human Resources Department. Human Resources will submit the information given by the prospective agent, including any supporting documentation from the background check process as applicable. Once the application has been submitted, the approval process will take 1 – 2 weeks, at which point the Agent willbe authorized to be on site in their respective area(s).

Temporary Agent Licenses

Newly approved Agents will be permitted to begin work (or volunteer service, as applicable) on site once a temporary license has been issued by the CCC. These temporary licenses must be worn visibly on the Agent's person at all times while within the facility. Once the temporary license has been replaced by a physical Agent License, the temporary copy will be shredded by Human Resources.

Renewal

All Agent Licenses are renewed annually, in accordance with the expiration date on each ID card. Human Resources will notify the Agent prior to the renewal period so that the applicable attestations may be completed. Agents must have a current (within 1 year of submission) background check on file prior to submission of the renewal.

Replacement Program ID Card

A Replacement Program ID Card may be requested if a card is lost or stolen. Employees who report a lost or stolen card may not work until Human Resources has submitted a request for a replacement and has notified the employee that they may return to work. Human Resources will ensure that the employee has all required documentation on their person to show that the request has been submitted, per CCC guidance.

Termination of Employment

Upon termination of employment, all Agent Licenses must be returned to GVA for de-registration anddisposal. Human Resources is responsible for de-registration and disposal.

Restricted Access

All Agent License information is confidential, and access shall be limited to the Human Resources Department and the CCC.

Retention and Disposal

All CORI and other background checks and Agent License information will be retained and disposed of in accordance with GVA's Master Records Retention schedule.

GVA's Paid Time Off Policy

Paid Time Off

GVA's Paid Time Off (PTO) plan is a combined bank of time that may be used in any way – for vacation, illness, or personal reasons (i.e., doctor appointments, personal business transactions, family events, etc.).

This PTO policy describes the details of paid time off, including eligibility, accrual, scheduling and using time off, and more. It is our goal to provide a generous and comprehensive PTO program – we encourage employees to contact GVA leadership with any questions regarding PTO.

How PTO Accrues

Regular, full-time employees (employees who consistently work 30 hours or more a week)—All regular full-time employees earn PTO according to the schedule below. PTO is advanced to full-time regular employees in lump sums on January 1st and July 1st in the amounts listed below.

New employees – Full-time employees who become eligible for GVA's PTO program between January 1st and June 30th will received 40 hours of PTO as of the 90th day of employment; employees starting employment after June 30th will accrue PTO at the rate of 1 hour for every 30 hours worked up to a maximum of 40 hours per calendar year. Part-time employees who begin accruing on the 1st day of employment and can begin using the accrued PTO hours after the employee's 90th day; PTO may not be used until after the 90th day of employment. If the employee separates from employment on or prior to the 90th day the employee will not receive payment for PTO, as such time is deemed to be Sick Time under the Massachusetts Earned Sick Time Law.

Part-time employees (employees who consistently work 30 hours or less a week —Part-time employees earn PTO at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours per year.

The first 40 hours of PTO shall be deemed to be granted in compliance with and for uses falling under the Massachusetts Earned Sick Time Law. Hours granted in excess of 40 hours shall be deemed to accrue pro-rata on a monthly basis for the purposes of calculating the number of days accrued but unused upon termination of employment.

Years of Service	Maximum PTO Accrued per Calendar Year (Jan 1st – Dec 31st)	Full-Time Accrual Schedule
Less than 1 year, start date Jan 1st – June 30	40 hours	40 hours on 1st day of employment, but may not use until after 90th day of employment
Less than 1 year, start date July 1st – Dec 31st	Up to 40 hours	1 hour for every 30 hours worked

		January 1st	July 1st
First Full Calendar Year	80 hours	40 hours	40 hours
2nd Full Calendar Year	90 hours	45 hours	45 hours
3rd Full Calendar Year	100 hours	50 hours	50 hours
4th Full Calendar Year	110 hours	55 hours	55 hours
5thFull Calendar Year +	120 hours	60 hours	60 hours

Use It or Lose It

Unused PTO may not be carried over from one calendar year to the next. All PTO earned by a full-time employee must be used by December 31st.

Part-time employees who accrue PTO hours are able to roll over any unused hours into the following year, up to 40 hours.

Requesting Time Off

Employees must request to use PTO as follows:

1. Sickness or other reason under the MA Earned Sick Time Law.
2. Foreseeable Absence, Lateness or Need to Leave Early – 7 days' notice. Employees must submit a request to use PTO at least seven (7) days in advance for any of the reasons listed below, if foreseeable (for example, if the employee will be absent, late or needs to leave early to attend a previously schedule appointment).
3. Not Foreseeable Absence, Lateness or Need to Leave Early – 1 hour's notice or as soon as practicable. If the absence, lateness or need to leave early is not foreseeable, the employee must give notice by calling or texting the employee's supervisor at least 1 hour before the start of the employee's shift. If 1 hour's notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable. A follow-up email must be sent to your supervisor and jferguson@gvalabs.com.

Reasons covered under this section:

1. To care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
2. To care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. To attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
4. To address the psychological, physical, or legal effects of domestic violence; or
5. To travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Multiple day absences – If an employee is going to be absent for multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must

provide notice of the expected duration of the absence or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

Documentation required under this section— GVA will generally require an employee to submit adoctor's note or other documentation to support the use of sick time if the absence i) exceeds 24 consecutively schedule work hours or three consecutive days on which the employee is scheduled to work; ii) occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or iii) occurs after four unforeseeable and undocumented absences within a three month period. Required documents must be submitted within seven days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with this procedure, GVA may recoup the sick time paid from future wages.

GVA will not require that an employee provide documentation regarding an absence related todomestic violence incident.

Employees who have used all of their PTO time may take unpaid time off with authorization from their supervisor and subject to operational needs, or if the employee is eligible for unpaid time off under another leave policy or applicable law. Department managers are responsible for determining the operational need of their department.

Vacation, Personal Time or other reason not covered under "Sickness or other reason under the MA Earned Sick Time Law" above.

All time off requests should be made at least twenty-one (21) days in advance. The maximum number of consecutive days off that may be scheduled is five (5) days. This does not include days an employee is not scheduled to work.

Employee's request must be in writing and sent via email to the employee's supervisor. The employee's supervisor will review the request and inform the employee whether the PTO request is approved or denied. Typically, PTO requests are authorized on a first come basis, subject, always, to GVA's operational needs.

A request to change approved PTO must be submitted at least fourteen (14) days prior to the PTO start date. This 2-week period may be altered only in the case of a specific emergency and approved by the employee's supervisor.

GVA reserves the right to rescind previously approved time off based on its operational need or ifan employee lacks sufficient time in the employee's PTO bank.

Questions about PTO accrual and use should discuss be discussed with the employee's supervisor or Human Resources.

PTO Blackout Dates

There may be very limited or no PTO requests granted during certain times of each year – Blackout Periods. During Blackout Periods, only a very limited number of employees within the same department will be approved to take PTO for a reason other than a qualified reason under the Massachusetts Earned Sick Time Law. GVA will provide employees with the Blackout Periods for the upcoming year by October 1st.

Events (All departments)

First four (4) weeks after beginning operations under a new license.

Dates:

3rd week of April
2nd week of July
November 23rd through 26th
December15th through 24th
December31st and January 1st

Time Off Without Available PTO Hours

No additional PTO will accrue for the calendar year -- Unpaid time off once PTO is used up is subject to supervisor approval and operational need unless required by applicable law.

PTO not yet accrued – If you request to use future PTO that will accrue during the current calendar year because you do not have enough time in your bank, the PTO used, but not yet accrued will be deemed to be an advance against future wages. As such, if you resign or GVA terminates your employment prior to accruing the time used, the amount advanced will be deducted from your final paycheck unless prohibited by applicable law.

Payment of PTO

PTO is paid at the employee's regular hourly pay rate or salary. Employees who use PTO will be paid according to their normal rate as follows:

Single-rate Hourly Employees – Employees who at a single hourly rate will be compensated at their regular hourly rate.

Multi-rate Hourly Employees – Employees who receive different pay rates for hourly work will be compensated at the rate they would have been paid for the hours they were absent.

Salaried Employees – Salaried employees will be compensated at a rate representing their total earnings for the previous pay period divided by the total hours they worked (which is assumed to be 40 hours per week unless their normal work week is less).

Other Non-exempt Employees – Employees compensated on a piece work or fee-for-service basis will be compensated at an hourly rate that represents a reasonable calculation of the wages they would have received for the piece work or service.

Commissioned Employees – Employees compensated on a straight commission or a wage-plus-commission basis will be compensated at their base hourly wage or at the minimum wage, whichever is greater.

Expectations Regarding Attendance / Misuse Of PTO

Regular, reliable attendance and timeliness is expected and essential for proper care of the individuals we serve. If an employee violates this PTO policy, the employee may be subject to disciplinary action up to and including termination.

If an employee is exhibiting a clear pattern of using unplanned sick time on days just before or after a weekend, vacation, or holiday, the employee may be disciplined for misuse of PTO, unless the employee provides verification of authorized use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift and sick time cannot be used as an excuse to be late for work without an authorized purpose.

Break in Service

Break in service is defined as the period of time extending from the date an employee last worked for GVA until the employee's return to employment with GVA, whether the separation was voluntary or involuntary. Any employee who is rehired within one year of separation will return to their previous PTO status, e.g. if the employee was employed for 4 years and entitled to 80 hours of PTO per year, the employee will be deemed to return to their 4th year of employment.

Upon Termination

Accrued, unused PTO will be paid upon termination or resignation from employment. Payment of accrued, unused PTO will be paid on the final day of employment if the Company terminates an employee and on the next normal company-wide payday following an employee's last day in the event an employee quits or resigns. For purposes of calculating accrued, unused PTO, the first 40 hours of PTO granted will be deemed to be granted in compliance with and for uses falling under the Massachusetts Earned Sick Time Law. Hours granted in excess of 40 hours shall be deemed to accrue on a pro-rata monthly basis for the purposes of calculating the number of days accrued but unused upon termination of employment.

The Company requests that an employee provide at least two-weeks advance notice if the employee is resigning from employment. This will assist the Company in transitioning the employee's job duties and in posting for the position. Failure to give two-weeks advance notice may be negatively considered in the event the employee re-applies for employment with the Company.

Interaction with Other Types of Time Off

PTO will run concurrently with leave taken under other applicable policies as well as under local, state or federal laws, including leave taken pursuant to the Family and Medical Leave Act (FMLA), Massachusetts Parental Leave Act, Massachusetts Domestic Violence Leave Act, Small Necessities Leave Act, and other leave laws that may allow employees to make concurrent use of leave for the same purposes as M.G.L. c. 149, §148C.

Holidays & Sundays

In accordance with Massachusetts law, employees working on Sundays andcertain holidays will be paid a premium.

Non-exempt employees working on or the holidays immediately below will bepaid 1.5x the employee's regular hourly rate for all hours worked on such days. Work on such days is voluntary for non-exempt and exempt employees. If an employee does not desire to work on such a day the employee must provide notice to the employee's supervisor as soon as the schedule is posted. Non-exempt employees who do not work on a holiday receive an unpaidday off.

- Sundays
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas

Non-exempt departments will be closed (except essential personnel) on the following days. Upon hiring, receiving a promotion or changing departments the Company will inform you whether your position needs to be considered "essential personnel." Non-exempt employees who do not work on a holiday receive an unpaid day off.

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Exempt employees who work on one of the below Holidays will receive the .5 of hours worked, of PTO in addition to receiving such employee's regular salary. Exempt employees need to get approval from GVA leadership prior to working on below holidays.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

PTO Policy Amendment
Release Date: 03/31/21

Attention all GVA employees:

GVA is a young company in a dynamic field, and our policies will be changing as we continue to evolve. We feel that this amendment will help provide clarity on our current policy, and we are exploring additional changes for the future that will help us further our goal of providing a positive and progressive work environment for all employees.

The spirit of this amendment is to provide clarification on procedures and enforcement of the policy, not to change the policy itself. The amount of time given and request process have not changed; however, managers are now responsible for all approvals.

1. Non-exempt employees will be required to use up available PTO for any absence, whether planned or unplanned, or any tardy or early departure that is equal to or greater than one (1) hour in duration.
2. Exempt employees must use up available PTO for any absence, whether planned or unplanned, or any tardy or early departure that is equal to or greater than a half day in duration. For the purposes of this policy, a half day is considered to be four (4) hours.
3. Employees are not required to find coverage for or trade shifts as a condition ofusing PTO; however, we welcome employees to offer a trade in the spirit of teamwork and supporting other employees.
4. The other clarification we have made is within the section titled “TIME OFF WITHOUT AVAILABLE PTO HOURS”. Employees may take unpaid time off once PTO is exhausted, but approval is subject to the discretion and authorization of an employee’s manager, and is limited based on operational need. Managers are responsible for determining the operational need of their departments. Employees who have used up their PTO but who have previously approved* planned time off will not be penalized.

*Approved time off is time that was requested in advance, in accordance with the procedures outlined within this policy, and that has been authorized by an employee’s manager. It does not refer to last-minute callouts or appointments scheduled without notice.

THE MASSACHUSETTS PREGNANT WORKERS FAIRNESS ACT

The Pregnant Workers Fairness Act requires employers to reasonably accommodate employees due to pregnancy and/or pregnancy related conditions, including but not limited to, lactation or the need to express breast milk for a nursing child. It is GVA's policy to comply with all federal and state laws concerning the employment of pregnant person and persons with conditions related to pregnancy.

It is GVA's policy not to discriminate against pregnant employees or those persons with conditions relatedto pregnancies as defined under state and federal law with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

GVA will accommodate pregnant individuals and those with pregnancy-related conditions as defined under state or federal law if the accommodation is reasonable and does not impose an undue hardship and if the individual can, either with or without the accommodation, perform the essential functions of a job. If you believe that you are pregnant or have a pregnancy-related condition and that you need an accommodation to perform the essential functions of your job, you must speak to Human Resources.

Any pregnant applicant or applicant with a pregnancy-related condition who can perform the essential functions of a job with or without reasonable accommodation, without undue hardship, will be given the same consideration for that position as any other applicant.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

GVA has designated an office in each location in which the company conducts business for use to expressbreast milk. The Human Resources Department will provide the employee with access to the applicable room as needed.

If you need any other reasonable accommodation related to your pregnancy or a condition related to your pregnancy in order to perform the essential functions of your position, please contact Human Resources.

PARENTAL LEAVE

A full-time employee is entitled to at least eight (8) weeks of unpaid parental leave for the purpose of (i) giving birth, (ii) adopting a child under the age of eighteen; (iii) adopting a child under the age of twenty-three if the child is mentally or physically disabled; or (iv) the placement of a child under the age of eighteen, if the associate complies with the following conditions:

1. The employee has been employed for at least three consecutive months as "full-time"; and

2. The employee gives two weeks' notice of the expected departure date and notice that they intend to return to the job or provide notice as soon as practicable if the delay is for reasons beyond the employee's control.

Employees who utilize the parental leave policy are entitled to return to the same or a similar position without loss of employment benefits for which the employee was eligible on the date of the leave, if the employee returns to regular employment upon completion of the parental leave within eight (8) weeks. (The guarantee of a same or similar position is subject to certain exceptions specified in Massachusetts General Laws, Chapter 149, Section 105D.)

Employees may elect to use accrued PTO during parental leave. Accrued PTO benefits shall be provided for parental leave purposes under the same terms and conditions which apply to other temporary medical disabilities.

Any two (2) employees are only entitled to eight (8) weeks of parental leave in the aggregate for the birth, adoption or placement of the same child. If eligible, FMLA leave runs concurrently with parental leave.

MASSACHUSETTS DOMESTIC VIOLENCE LEAVE LAW

Under the Massachusetts Domestic Violence Leave Law, an employee is entitled to take up to fifteen (15) days of unpaid leave from work in any twelve (12) month period if the employee (or a family member of the employee) is a victim of abusive behavior, unless the employee is the perpetrator of the abusive behavior. Abusive behavior is defined in the law to include domestic violence, stalking, and sexual assault. The leave may be taken to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or the family member of the employee.

The employee seeking leave under this law shall exhaust all accrued PTO before requesting or taking leave under this law.

The employee shall provide seven (7) days advance notice of the leave to the Company, unless there is a threat of imminent danger to the health or safety of the employee or the employee's family member. In that case, the employee must notify the Company within three (3) workdays that the leave was taken or is being taken. The notification may be communicated to the Company by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. The employee or individual authorized to communicate to the Company that leave was taken or is being taken, may do so by telephone, in person, in writing or by any other reasonable means to communicate notice.

The Company may require documentation that the employee or the employee's family member has been a victim of abusive behavior, which may include:

1. A protective order or other documentation issued by a court;
2. A document on the letterhead of the court, provider or public agency;
3. A police report or victim statement provided to police;
4. Documentation regarding the perpetrator's admissions regarding abusive behavior sufficient to support a guilty finding, or conviction of offense constituting abusive behavior;
5. Medical documentation of treatment resulting from the abusive behavior;
6. A sworn statement signed under penalties of perjury from a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional;
7. A sworn statement signed under the penalties of perjury from the employee, which will be kept in the employee's employment record until eligibility for leave has been determined and will then be removed.

The Company will keep all information related to the employee's leave confidential and will not disclose the information, except as requested or consented to in writing by the employee, ordered by a court, required by applicable federal or state law, required in the court of a law enforcement investigation, or otherwise as necessary to protect the safety of the employee or others employed at the Company.

FAMILY AND MEDICAL LEAVE POLICY

Under the provisions of the Family and Medical Leave Act, as amended, employees may take up to twelve (12) weeks of unpaid leave for certain family and medical reasons. In order to be eligible for leave, an employee must have worked for at least 12 months and for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

If this eligibility standard is satisfied, the company will look back over the 12-month period immediately preceding the leave request. If any family and medical leave was taken during this time period, the amount that was used will be deducted from the 12-week entitlement to determine the remaining amount of time that the employee may use for family leave purposes.

An employee must give at least 30 days' advance notice of their intention to take FMLA leave whenever the leave is foreseeable. When unforeseen circumstances prevent an employee from giving advance notice of taking such leave, the employee must give notice as soon as practicable and possible in order that the Company can properly accommodate the request while maintaining its own staffing and schedules. All notices and requests for leave and the reasons for the leave request are to be directed to the Human Resources Department. The Human Resources Department will provide the employee written notice detailing the responsibilities, expectations and details surrounding the type of leave for both the employee and the Company.

The Company reserves the right to designate any leave of absence as Family Leave where the conditions surrounding the leave fit within the parameters of the Family and Medical Leave Act of 1993, as amended. Usually, this determination will be done when the employee explains the reasons for the leave request to the Human Resources Department.

An employee may be able to take FMLA leave for the following reasons:

1. For the birth or care for a newborn child or adoption or foster care placement of a child. FMLA leave may be requested before the actual birth or adoption or foster care placement of a child takes place. In situations where both spouses work for the Company and both are eligible for FMLA leave, the spouses will only be afforded a combined total of twelve weeks of leave for the birth or care for a newborn child or adoption or foster care placement of a child. Leaves of absence for purposes of childbirth may take place:
    a. At any stage of the pregnancy for purposes of prenatal care;
    b. To overcome a condition during the pregnancy which prevents the employee from returning to work; and
    c. To actually give birth to a child or for purposes of postnatal care for a child.

    Leaves of absence for purposes of adoption will be permitted where the adopted person is either under the age of 18 years of age, or is over the age of 18, but is incapable of taking care of themselves due to a mental or physical disability, and therefore requires the assistance of another person to provide care for the performance of daily activities and functions. An employee may take this leave in order to take time to secure placement of an adopted child who is under the employee's care or to care for the adopted child.

    Leaves of absence for purposes of foster care placement will be permitted where the employee can show that they have either secured a voluntary agreement with the state concerning the placement of an individual under the employee's care, have obtained a court order for placement of a foster child in their care, or that they need to fulfill obligations imposed by either the state or the court in order to be able to ultimately procure a state agreement or a court order.

    While an employee may be eligible to take a leave before the actual childbirth, adoption or foster care takes place, an employee's entitlement to take leave for these circumstances will expire twelve months after the date of the childbirth or placement into adoptive or foster care.

2. To care for the employee's spouse, son, daughter or parent who has a serious medical condition. An employee may request a leave of absence for purposes of caring for their spouse, son, daughter or parent with a serious health condition when it is determined that the employee's time is needed to care for that family member. In situations where both spouses work for the Company and both are eligible for FMLA leave, the spouses will only be afforded a combined total of twelve weeks of leave to take in caring for their respective parents who are suffering from a serious medical condition.

    An employee requesting leave will be given a written request form to have their health care provider fill out attesting the need for the employee's assistance in caring for the seriously ill family member. This form needs to be filled out and completed no later than fifteen (15) days after the employee's request for the leave (or as soon as possible in the event of an unforeseeable ailment(s)). Failure to furnish the Company with a completed medical certification form according to this policy may result in a denial of an employee's request for family leave until the certification form is completed and submitted to the Human Resources Department. The Company may ask the employee to go to another health care provider designated by the

Company for a second opinion (to be paid for by the Company) in order to verify the medical necessity of such assistance and leave of absence. If the two opinions differ, the employee may elect to obtain a third opinion at a third health care provider to be designated by the Company and paid for by the Company. This third opinion will be final and binding.

Upon completion of the medical certification form, the employee and the Company will determine the leave schedule in order to accommodate their responsibilities caring for the family member(s). During the course of the leave, the Company may ask the employee to obtain recertification's concerning the need to care for the family member and they will also be required to report periodically during the course of their leave on the their status and intent to return to work.

3. Because of a serious health condition that makes the employee unable to perform the functions of their job. If an employee wishes to take FMLA leave because of their own serious health condition, they will be required to submit to the Company a medical certification form. This form should be directed to the Human Resources Department no later than fifteen (15) days after the request for leave is made (or as soon as practicable in instances where an unforeseen ailment has arisen). This medical certification form will be given to them at the time of their request and the form will outline the essential functions of their job for the health care provider to review. Failure to furnish the Company with a completed medical certification form according to this policy may result in a denial of their request for family leave until the certification form is completed and submitted to the Human Resources Department. The Company may ask the employee to go to another health care provider to be designated by the Company for a second opinion (to be paid for by the Company) in order to verify the medical necessity of such care and subsequent leave of absence. If the two opinions differ, the employee may elect to obtain a third opinion (to be paid for by the Company) at a third health care provider to be designated by the Company. This third opinion will be final and binding. Upon completion of the medical certification form, the employee and the Company will determine the leave schedule in order to accommodate the leave. During the course of the leave, the Company may ask the employee to obtain medical recertification from their healthcare provider concerning medical necessity for such leave and they will also be required to report periodically during the course of their leave on their status and intent to return to work.

   Before the employee can return to work following a leave of absence to treat their own serious health condition, they will be required to obtain a fitness for duty certificate from their health care provider to attest that they are fit to resume work. This certification shall be limited to an evaluation of the particular health condition that resulted in their need for FMLA leave. Failure to submit the required fitness-for-duty certification to the Human Resources Department will result in the denial of their request to resume work.

4. The employee experiences a "qualifying exigency" when a spouse, child, or parent is on or has been called up to active duty in the Armed Forces.

This leave is available when a spouse, child or parent is a military member, which includes members of the National Guard, Reserves and regular Armed Forces. Active Duty requires deployment to a foreign country. This leave covers:

a. Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs, and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross;
c. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
d. Making or updating financial and legal arrangements to address a covered military member's absence;
e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
f. Taking up to fifteen days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
g. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
h. Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility; and
i. Any other event that the employee and employer agree is a qualifying exigency.

In situations where both spouses work for the Company and both are eligible employees for FMLA leave under this section, the spouses will only be afforded a combined total of twelve weeks of leave for purposes of a "qualifying exigency" related to active military duty. If an employee wishes to take FMLA leave under this paragraph, they will be required to provide certification to the Company showing that their spouse, child, or parent is or has been called to active duty in the Armed Forces. The required certification documentation may vary, so please consult the Human Resource Department for more specifics.

5. For the care of a covered service member with a serious injury or illness.

If an employee is the spouse, son, daughter, parent, or next of kin of a covered service member, they may be eligible for a total of 26 weeks of unpaid leave to care for the service member who is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness incurred by the service member in line of duty on active duty in the Armed Forces.

This provision also allows the employee to also take time off for the spouse, son, daughter, parent or next of kin of a veteran who sustained such an injury or is receiving such treatment if the veteran was discharged or released for reasons other than dishonorable at any time during the five-year period prior to the leave request.

This provision also includes (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR (2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR (3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The leave described in this section is only available during a single 12-month period. During this single 12-month period, the employee will only be entitled to a total of 26 weeks of leave under paragraphs 1-5. This does not limit their access to leave under sections 1-4 for any other 12-month period.

Please see The Human Resource Department to learn more about what documentation will be required.

In situations where both spouses work for the Company and both are eligible Employees for FMLA leave, the spouses will only be afforded a combined total of 26 weeks of leave during the single 12-month period if the leave is granted under section 5 or if the leave is a combination of paragraphs numbered 1, 2, 4, and 5.

General Considerations for FMLA Leave

Employees will need to coordinate with The Human Resources Department regarding the type of leave to be taken and the anticipated duration of such leave. Although the Company will attempt to accommodate all intermittent or reduced schedule leave requests, there may be instances where the Company may have to transfer an employee to an alternative position for which they are qualified and which better accommodates recurring periods of leave than does their regular position. This is so we can not only accommodate the request, but so we can also maintain our staffing and productivity schedules. Although such a transfer may result in a change of duties, the transfer will not result in any decrease in rate of pay or benefits and will only be in effect until the employee returns to their full and normal schedule.

For any of the above-mentioned family leaves, the Company will require employees to exhaust their PTO banks and substitute those earned days towards their 12- or 26-week entitlement for family leave purposes. This will result in part of their family leave becoming a paid leave of absence.

The Company will maintain employees' health coverage under the same conditions as the coverage would have been provided if they had been continuously employed during the entire leave period. Therefore, you employees will be responsible for maintaining their portions of their health insurance premiums while out on family leave. Employees may wish to prepay their portions of the premiums prior to going out on leave. Otherwise, their premium payments must be made on a monthly basis. Failure to make timely health insurance payments in accordance with the Company's health insurance policy (or failure to return to work following a FMLA leave) will result in the Company instituting actions to recover any premiums that were assumed by the Company in the absence of their timely payment, or may result in the termination of your health insurance coverage.

The Company may elect to pay the employee's share of other benefits (e.g. life insurance, disability insurance etc.) while you are out on FMLA leave in order to avoid a lapse in coverage. Under these circumstances, they will be responsible to reimburse the Company for any payments that were made on their behalf.

For any type of family and medical leave taken pursuant to this policy, the Company will require employees to report periodically during the course of such leave on their status and their intent to return to work.

When an employee returns from a leave of absence pursuant to this policy, they will be entitled to the same or equivalent position with the same pay, benefits, working conditions and duties. Benefits will resume and accrue in the same manner and at the same levels as provided before their leave took place. Employees will not be required to requalify for any benefits that they enjoyed before the FMLA leave began. If they are no longer qualified for their position due to certification requirements or training that is required, they will be afforded additional time to fulfill those conditions upon return to work. When employees return to work, if they experience ongoing physical or mental disabilities that affect their ability to do their work, they will also be afforded the opportunity to request reasonable accommodations as required by federal and state disability discrimination laws.

SMALL NECESSITIES LEAVE ACT

In addition to leave to which employees may be entitled under FMLA (Family Medical Leave Act), eligible employees are entitled to 24 hours of unpaid leave during any twelve-month period to attend to the following family obligations:

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school. "School" is defined as a public or private elementary or secondary school, a Head Start program, or a licensed day care facility;
2. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;

3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing homes or group homes. "Elderly relative" is defined as an individual of at least sixty (60) years old who is related by blood or marriage to the employee.

Eligibility for Small Necessities Leave is the same as eligibility for FMLA leave. An employee must use accrued PTO for Small Necessities Leave; if the employee does not have any accrued PTO, the leave will be unpaid. This leave is in addition to which an eligible employee is entitled under FMLA. This leave may be taken in increments of one (1) hour or more.

All requests for leave should be made in writing to the employee's supervisor at least seven (7) working days in advance, stating the purpose of the leave. If the need for the leave is not foreseeable, employees are required to notify their supervisor as soon as possible. The request should state the reason(s) for the leave as well as the anticipated length of the leave. All valid requests for Small Necessities Leave will be granted.

If an unscheduled absence occurs, the Company will not take adverse employment action against the employee if the employee provides the requested documentation within thirty (30) days of the unauthorized absence, or within thirty (30) days of the last unauthorized absence if there are consecutive days of unauthorized absences. If an employee takes leave in compliance with this law, they will not lose any employment benefit that had accrued prior to the date the leave was taken. Upon return from leave taken in accordance with this law, the employee is entitled to be restored to the employee's original job or to an equivalent position.

The law protects the employee from coercion, interference with, restraint or denial of, or discrimination in the exercise of any rights under the law. The Company recognizes that no employer shall discharge or in any other manner discriminate against an employee for exercising any provision in this policy. An employee who believes that their rights under the law have been violated may contact the Massachusetts Attorney General at One Ashburton Place, Boston, Massachusetts 02108.

VOTING TIME

GVA encourages all employees to vote. Since election polls are open for lengthy periods of any given voting day, employees should be able to vote outside of working hours. However, if an employee is not able to vote outside of working hours, they may request time off to vote during the workday. Typically, the Company will allow time off during the first two hours after polls open. This time off shall be without pay.

JURY DUTY

GVA pays for up to the first three (3) days of jury duty. The pay is based on eight hours per day. After that, GVA will make up the difference between an employee's jury duty pay and their base pay for those days on which they are called to jury duty service. If they finish jury service prior to the midpoint of their shift, they are expected to report to work on the same day.

FUNERAL LEAVE

In the event of death in an employee's immediate family, they will be granted up to three (3) consecutive days off without pay to attend the funeral and make the necessary arrangements. For near relatives, they will be excused and will receive unpaid time off from work up to one (1) day to attend the funeral. In either instance, employees may choose to use available PTO, or if they do not have enough PTO available, they may request that the Company advance PTO.

The immediate family includes spouse, parent, brother, sister, child, grandparents, grandchildren, mother-in-law, and father-in-law. Near relatives includes uncles, aunts, nieces, nephews, brothers-in-law, sisters-in-law, grandparents-in-law.

All funeral leave is based on eight hours per day.

MILITARY LEAVE

Leaves of absence without pay for military or Reserve duty are granted to employees called to active military duty or to Reserve or National Guard training. In addition, if any employee volunteers for the same, they should notify their manager and submit copies of their military orders to them immediately upon receipt of such orders. Employees will be granted a military leave of absence without pay for the period of their military service, in accordance with applicable federal and state laws. An employee's eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws.

ANTI-HARASSMENT POLICY

Purpose and Scope

It is the goal of GVA to promote a workplace that is free of sexual and other illegal harassment. Sexual andother illegal harassment of employees occurring in the workplace or in other settings in which employeesmay find themselves in connection with their employment is unlawful and will not be tolerated by this organization. GVA believes that a safe and respectful workplace environment is paramount to the happiness and success of our employees. This policy applies to everyone employed by GVA. Additionally, we do not tolerate harassment of employees by non-employees, (e.g. guests, vendors, or customers) nor do we tolerate harassment of non-employees by employees. This policy applies to conduct at an employee's normal worksite, at office parties, off-site meetings, and other work-related events.

Furthermore, harassment between employees that occurs via text messages, video, voicemail, email, social media, graphics, downloaded material, websites, or other forms of digital communication is in violation of this policy.

GVA will not tolerate any harassment that is considered illegal under applicable law, including harassmentbased on the following:

- Race, color, or ethnicity;
- Age;
- Religion or religious creed;
- Sex, including pregnancy, childbirth, breastfeeding, or related medical conditions;
- Sexual orientation;
- Gender identity or expression;
- National origin, immigration status, citizenship, or ancestry;
- Marital status;
- Protected military or veteran status;
- Physical or mental disability, medical condition, or genetic information;
- Status as a victim of domestic violence, sexual assault or stalking; and
- Such other protected categories as may be adopted by state or federal law.

The intent of this policy is to prevent conduct that may embarrass, demean, frighten, or discomfort our employees. Thus, GVA may consider an employee's conduct to be in violation of this policy even if it falls short of unlawful harassment under applicable law. When determining whether conduct violates this policy, we will consider whether a reasonable person could conclude that the conduct created an intimidating, hostile, degrading, or demeaning environment. It does not matter whether the harasser and the employee to whom the harassment is directed are of the same or different gender.

Definitions
In Massachusetts, the legal definition for sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

Harassment can range in extremity from physical violence, threats, or assault to less obvious or overt forms like ridicule, teasing, or making insensitive remarks. All types of illegal harassment should be reported and will be handled in the same manner as sexual harassment claims as outlined below.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not
- Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;

- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

Complaint Procedure

To achieve our goal of providing a workplace free from sexual and other unlawful harassment, GVA has provided a procedure by which sexual or other illegal harassment will be dealt with, if encountered by employees. GVA has zero tolerance for illegal harassment and takes all allegations of illegal harassment seriously. If any employee believes that they have been subjected to harassment by another employee, manager, customer, visitor, business partner, vendor or supplier, the employee may file a complaint with GVA. This may be done in writing or verbally.

If you would like to file a complaint, you may do so by contacting Human Resources or the Chief Executive Officer. These individuals are also available to discuss any concerns you may have and to provide information to you about our policy against harassment and our complaint process.

Jon Ferguson *CEO* 306 Race Street Holyoke, MA 01040 413-629-9728 jferguson@gvalabs.com	Mark Zatyrka *President* 306 Race Street Holyoke, MA 01040 413-204-2493 mzatyrka@gvalabs.com

State and Federal Remedies

In addition to the above, if an employee believes they have been subjected to sexual or other unlawful harassment, the employee may file a formal complaint with either or both of the government agencies set forth below. Using GVA's complaint process does not prohibit you from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC") Boston Office John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 (800) 669-4000.	The Massachusetts Commission Against Discrimination ("MCAD") Springfield Office 436 Dwight Street, Room 220 Springfield, MA 01103 (413) 739-2145 Boston Office One Ashburton Place Sixth Floor, Room 601 Boston, MA 02108 (617) 994-6000

Retaliation

Any retaliation against an individual who has complained about harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated.

Retaliation is when someone penalizes another person for reporting what they believe, in good faith, to constitute harassment under this policy; expressing an intent to report the same; assisting another employee in reporting a violation of this policy; or participating in any investigation, as a witness or otherwise, under this policy. Retaliating against a coworker who has made a complaint or has otherwise participated in the investigation process is grounds for discipline, up to and including termination.

Bystanders

GVA strives to provide an environment where employees will feel comfortable coming forward with a personal complaint. We would also like to stress that if you are witness to harassment upon another employee, you are also obligated to file a complaint. Retaliation against witnesses or bystanders is not permitted under this policy.

A Note About Non-Employees

At GVA, it is our goal to create a workplace that is free from sexual and other illegal harassment. We wantour employees to feel comfortable and safe when they enter the workplace, and our zero-tolerance policy against harassment extends to our patients, customers, vendors, contractors, and other visitors to the facility. While we are committed to providing the highest level of customer service to our patrons, this does not extend to allowing harassment against our employees.

The vast majority of our patients, customers, vendors, contractors, and other visitors to the facility are friendly and respectful towards our team members, but in the event that a team member is made to feel uncomfortable or unsafe, the following procedure should be followed:

- If the patron/vendor/contractor is engaging in conduct that feels inappropriate and uncomfortable, kindly inform them verbally that the conduct is unwelcome. If it is a customer interaction, attempt redirect the conversation back to their purchase-related questions.
- If the individual refuses and/or becomes hostile, seek the assistance of a supervisor or manager.
- If the individual continues to act in a hostile manner, immediately call security, using the code word “Lemon.”

While our lead team members are there to offer support and guidance to our associates, calling for a member of security may supersede step 2. Often, individuals who are behaving in a hostile manner will continue to escalate the more team members become involved, and the best practice is to ask for assistance from an official, trained security member.

Individuals who become hostile will be identified and may be trespassed from the building under certain circumstances. In addition, the local police may be called for support and assistance at security’s discretion.

Harassment Investigation

When GVA receives a complaint, we will investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed the harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Supervisors or managers who receive a complaint or learn of information that suggests this policy may have been violated are required to promptly (ideally within 24 hours) forward that complaint to human resources and will be subject to discipline for failing to report the information in a timely manner. As soon as reasonably possible, GVA will investigate any allegations and take appropriate remedial action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed, we will act quickly to eliminate the conduct and impose such corrective action as is necessary, up to and including termination of employment.

PERSONNEL FILES

Personnel records are confidential. GVA maintains a personnel file for each employee, which includes butis not limited to a record of the person's employment history at GVA, documents related to the hiring process, salary information, contact information, and performance information.

Access is limited to:

- The Human Resources Department;
- Each employee's current supervisor; and
- The individual employee with respect to their own personnel file.

An employee may inspect their own file, but the file may not be taken from the Human Resources office. Requests for copies of personnel files must be made in writing and will be available within five (5) business days.

It is very important that employee records be kept up to date, so any change in personal status, such as an address change, marriage, or dependent or beneficiary change should be reported as soon as possible to Human Resources. In addition, Human Resources should be notified about the completion of training or educational courses so that proper consideration may be made for job opportunities that become available at GVA.

The Company will notify an employee within 10 days of the placing in the employee's personnel record any information that has been or may be used to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

Pay and Benefits

Payroll

GVA's pay cycle runs from Monday to Sunday on a biweekly pay schedule. Paychecks are issued on Fridays. Employees are encouraged to use direct deposit. New hires are responsible for submitting a direct deposit form and voided check or bank authorization. Questions about direct deposit requirements can be directed to Human Resources.

Introductory Period

A new employee's first 90 days are an introductory period. During this period, a new employee will receive training and their performance will be monitored. Upon acceptable completion of this period, the employee will receive a check-in with their supervisor to review successes, goals, and opportunities for growth and development. There may be occasions during the introductory period where a new employee is not able to grasp the essential requirements of the job. Should this point be reached, employment may be terminated.

Always keep in mind that, whether during or after the introductory period, employees are "at-will" and may be terminated with or without cause or notice. Employees also have the right to terminate their employment at any time.

Internal Hiring Policy

Purpose

GVA is committed to promoting from within whenever possible. The purpose of this policy is to provide anequal opportunity for all GVA employees to move up within the company when positions are available. This policy applies to all employees of GVA.

Scope

All current employees will be eligible to apply for any internal posting in the company regardless of current department, position, or time with the company. Tenure and disciplinary records may be taken into consideration during this process.

Procedure

All hiring requisitions will be categorized as the following:

- Internal Only
- External Only
- Internal/External

Human Resources and senior leadership will determine how requisitions are classified.

When an internal requisition is created, information about the position will be shared via company email to all employees and posted in designated areas, i.e. each employee break room within the facility.

Postings will include a posted date and submission deadline. Each posting will call for applicants to submit specific, required documentation to Human Resources and the hiring manager responsible for conducting the interviews. This will include a Request for Consideration form and may also include a cover letter and/or resume in addition to other requirements specific to the position, e.g. writing samples.

Applicants who fail to submit all required documentation or do not meet the minimum requirements for the position may not be granted an interview. The hiring manager will explain the reason why a candidate is not selected to move forward with the process and will encourage the individual to apply again for future positions.

All qualified candidates will be interviewed by the hiring manager and given consideration based on their skills and experience. Other considerations that will impact GVA's decision include feedback from the employee's current manager related to past attendance, performance, and conduct.

Once the hiring manager and Human Resources have selected a candidate, Human Resources will determine all position details such as the employee's start date. All selections must be approved by a member of the leadership team in writing using the appropriate form.

Once a candidate is selected, all other applicants will be notified and constructive feedback will be given about why they were not chosen for the role. Candidates who are awarded the position will be notified last.

Human Resources will then provide the candidate with a new offer letter and job description outlining the requirements of their new position.

Transfers

From time to time, employees may be eligible for promotion within their department or may request or be asked to transfer between departments. This process is subject to approval from both the current and future department managers as well as the executive team.
In order to initiate a transfer or promotion, the requesting supervisor must fill out a request form and submit it to Human Resources.

Meal and Rest Breaks

Purpose

The purpose of this policy is to apply clear guidelines to when and how breaks are taken throughout an employee's workday.

Scope

This policy applies to all GVA employees in the state of Massachusetts.

Meal Breaks

All GVA employees who are scheduled to work for a period of 6 or more hours will be offered a

30-minute, unpaid meal break in accordance with MGL c. 149 § 100. GVA employees who work for a period of 10 or more hours will be offered an additional 30-minute unpaid meal break.

All meal breaks are mandatory and must be taken at their scheduled times. Employees may change the time of their meal break if authorized by their supervisor. Meal break times are generally offered at the midway point during an employee's shift, but may be adjusted from time to time based on the needs of the business.

Rest Breaks

Additional 15-minute, paid rest breaks (no more than two) may be scheduled during an employee's shift. Due to the nature of the business and need to maintain a secure environment, employees are not permitted to leave the building during these breaks. Due to the fast-paced and unpredictable nature of the Lab Environment, 15-minute rest breaks are not scheduled. However, employees are encouraged to request to step out of the lab to attend to various needs such as bathroom breaks or water breaks. GVA employees may request additional breaksor modified schedules as accommodations for medical conditions in accordance with GVA's Americans with Disabilities Act Policy by reaching out to Human Resources.

SMOKING POLICY

Purpose

The purpose of this policy is to clearly define expectations for GVA staff regarding the use ofcigarettes or other tobacco products on Company premises. GVA, as a quality leader in testing cannabis, accepts and endorses the conclusion reached by the Surgeon

General of the United States and the Massachusetts Commissioner of Public Health regarding the hazards of smoking tobacco. As an institution dedicated to alternative healthcare, we must have a visible role in seeking to minimize those hazards.

Scope

This policy applies to all GVA employees, contractors, vendors, customers and other visitors to the Company. This policy is distributed to all employees upon hire, to all visitors upon entry to the building, and is posted in all common areas within the facility.

Definitions

Tobacco Product: any tobacco-containing cigarettes, cigars, e-cigarettes, electronic smoking devices, e-cigarettes, and chewing tobacco.

Procedures

GVA maintains a tobacco-free facility and prohibits smoking or use of other tobacco products atany point, in any location on GVA property, including employee parking areas.

Employees who wish to use tobacco products may do so only during their allotted meal break.

Employees using tobacco products must take care to do so off of GVA property.

GVA employees may use the Cabot St parking lot, (across from the CaliRose Building) which is designated as an approved smoking area and outfittedwith receptacles specifically for disposal of tobacco products. GVA employees may not leave cigarette butts or other traces of litter or tobacco use on the ground.

GVA employees who wish to use tobacco products during their allotted meal break must changeout of their GVA uniform prior to consumption so as to avoid excessive tobacco odor, transfer ofsaid odor to samples, or exposure for other employees, contractors, vendors, customers and other visitors to the compounds and irritants associated with tobacco products. GVA employees who smoke on their meal break must wash their hands upon returning to work.

Violators of this policy may be subject to GVA’s Progressive Discipline Policy, up to and includingtermination of employment.

Drug and Alcohol Abuse Prevention Policy

Purpose

The purpose of this policy is to foster a healthful and safe work environment for all employees, contractors, vendors, customers, or visitors of the Company. Accordingly, all employees must report to and be at work in a condition fit to perform their job functions, in order to protect the health, safety, and wellbeing of themselves and other individuals.

GVA is a cannabis company, so we understand that some employees may find this policy to be in opposition to our messaging that cannabis is part of a healthy lifestyle. However, the nature of this policy is to prevent levels of inebriation that could lead to workplace accidents, financial errors, or behavior that does not meet our standards of conduct. We hope that employees will act in good faith to respect this policy and understand that these lines must be drawn in order to maintain a productive and safe workplace environment.

Employees taking legally prescribed or over-the-counter medication, including legally-prescribed medical marijuana, that has the potential to negatively impact the employee's ability to perform their job functions in a safe and effective manner (e.g., medications which caution against vehicle use) must report such use to Human Resources, and may be required to present medical documentation describing the effects such medication may have on the employee's ability to perform their essential functions.

Scope

The scope of this policy includes all of GVA's employees who are present on company premises (as defined below) or who are engaged in or traveling to or from any activity, appearance, or other engagement on behalf of GVA while in the course of their employment.

All GVA employees are prohibited from the following:

1. The personal manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of alcohol or illegal or psychoactive substances, including cannabis, while working or while otherwise engaged in GVA business on or off Company premises or while using the Company equipment or vehicles; and
2. The consumption of alcoholic beverages or psychoactive substances, including cannabis in any form, either while on duty or immediately-preceding duty, which may affect the employee's fitness for duty and ability to perform the essential functions of their position.

Violation of this policy will not be tolerated and will subject the violator to GVA's ProgressiveDiscipline Policy, up to and including termination of employment.

Reasonable Suspicion Procedures

If an employee is working, is on or using Company property, conducting Company business, or otherwise representing the Company and appears to be under the influence of alcohol or psychoactive substances, including cannabis, and appears unable to perform the essential functions of their position, the following steps may be taken:

1. The department manager will complete a "Reasonable Suspicion Checklist," following observation of the employee's behavior and appearance. If the department manager is not on premises, the supervisor who observed the employee or who was alerted to the issue may be designated by the department manager to complete the checklist.
2. The department manager or designee, in conjunction with Human Resources, may take the following course of action:
    a. Remove the employee from the floor and to a designated, private area;
    b. Interview the employee, asking a series of standard questions;
    c. Make a final decision as to whether the employee appears to be under the influence, and either:
        1. Ask the employee to sign a "Consent for Substance Abuse Testing" form, refer them for testing to a lab licensed by the state, and suspend them pending the results of the test. Refusal to sign the form may be considered equivalent to a negative test result and may result in discipline, up to and including termination. Transportation to the testing center will be provided by GVA; or
        2. Return the employee to work if they appear to be fit for duty.

If a positive result is returned, the employee may be disciplined according to GVA's Progressive Discipline Policy, with the factors listed below taken into account, and/or referred to GVA's Employee Assistance Program in cases of drug or alcohol dependence. Non-exempt employees may not substitute or use earned time in lieu of unpaid suspension. Exempt employees will continue to receive their regular salary during an investigatory suspension, in accordance with the Fair Labor Standards Act. Pay may be restored if the investigation of the incident absolves the employee.

In recommending a course of action, GVA will take into consideration the following factors:

1. Whether the incident occurred in isolation, or was a repeat offense;
2. Whether the incident violated laws or regulations, including 935 CMR 500, 501 or 502;
3. Whether the employee could have endangered themselves or another employee, contractor, vendor, customer, or visitor;
4. Whether the employee's behavior could have resulted in financial error or a loss of revenue; and
5. The employee's response to the accusation.

GVA will keep the employee's test results confidential, treating them the same as any othermedical records and disseminating the results only on a need-to-know basis.

Cannabis Testing

Because thereis no test available that shows whether someone is actively under the influence, if an employee is referred for drug testing, it is the Company's position that we do not test for the presence of cannabis.

As such, if an employee is thought to be under the influence of cannabis to an extent that they are unfit to perform their job duties in a safe and effective manner, and that employee's test results do not show evidence of the presence of other substances, GVA may use its discretion under reasonable suspicion to pursue progressive disciplinary action.

Training

All managers will receive training in proper use of the Reasonable Suspicion Checklist. Senior employees should not initiate the investigation process unless there is clear evidence that an employee may be inebriated.

Workplace Searches

Management may conduct searches of GVA property, including desks and lockers, where there isreason to suspect a violation of this policy. An employee who refuses to cooperate with such searches may be subject to GVA's Progressive Discipline Policy.

Massachusetts Laws

At GVA, we want our employees to be educated about cannabis laws and regulations. The following information was pulled from www.mass.gov. More information about cannabis regulations can also be found at www.mass-cannabis-control.com.

Marijuana is legal in Massachusetts for people 21 and older, but that doesn't mean you can use it anywhere you want.

Here are some basics about the law:

1. You can't use marijuana in any form (smoking, vaping, edibles, etc.) in public or on federal land.
2. You can have up to 1 oz on you and up to 10 oz in your home.
3. You can grow up to 6 plants in your home, and up to 12 plants for 2 or more adults.
4. If you have more than 1 oz of marijuana in your home, it has to be locked up. But it's best to keep any amount locked away to keep kids and pets safe.
5. Like alcohol, you can't have an open container of any form of marijuana in the passenger area of your car while on the road or at a place where the public has access. It must be stored in a closed container in your trunk or a locked glove compartment.
6. It's illegal to drive under the influence of marijuana. If you use, don't get behind the wheel. Instead, use public transportation, ride-shares, or catch a ride with a sober friend.
7. Employers, landlords, cities, and towns may have their own policies about the use of marijuana. Check with them to see what is legal.

Progressive Discipline Policy

Purpose

GVA's Progressive Discipline Policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. It has been designed to be consistent with our organizational values.

Outlined below are the steps of our Progressive Discipline Policy and procedure. GVA reserves the right to combine or skip steps depending upon the facts of each situation and the severity of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; the severity of the offense; and the impact the conduct and performance issues have on our organization or the safety of employees, patrons, or the community.

Documented Discussion

Documented discussions occur when disciplinary issues are minor and/or it is the first occurrence of the negative conduct. An employee's supervisor will schedule a meeting with the employee to bring their attention to an issue of performance or conduct. Documented discussions should always be held in a private area.

The supervisor will discuss the nature of the problem or the violation of company policies and procedures with the employee. The supervisor is expected to clearly outline the expectations and steps the employee must take to improve their performance or resolve the problem. The employee will then be given the opportunity to explain their side of the issue or to correct any miscommunication.

Documented discussions must be reviewed by the department manager and a representative from Human Resources before the record is given to the employee. The form is submitted to Human Resources to be added to the personnel file after the employee has reviewed and signed it.

Initial Written Warning

An initial written warning is necessary when:

1. The infraction is too serious to warrant a documented discussion; or
2. The conduct has continued after a documented discussion has been had.

The initial written warning follows the same procedures as the documented discussion. Only department managers and above may give written warnings, and the warning language must be approved by Human Resources before it is given.

The employee and manager will sign off on the warning to acknowledge that the information contained within has been understood, and then the form is submitted to Human Resources to be added to the personnel file.

Secondary/Final Written Warning

While it is hoped that the performance or conduct issues that were identified in steps 1 and 2 have been corrected, GVA recognizes that this may not always be the case. A secondary written warning involves a more formal documentation of the performance or conduct issues and consequences. It may be given if a first offense is particularly serious, or if prior corrective action has not improved the employee's performance or conduct. Only department managers and above may give written warnings, and the warning language must be approved by Human Resources before it is given. During the secondary written warning, the manager, if necessary, in conjunction with Human Resources, will meet with the employee and review the issue. Any prior corrective actions for the same issue will be reviewed. The manager will outline the consequences for the employee for any continued failure to meet performance and/or conduct expectations. The employee and manager will sign off on the warning to acknowledge that the information contained within has been understood, and then the form is filed by Human Resources.

Performance Improvement Plans

On occasion, an employee may be placed on a Performance Improvement Plan, or PIP. A PIP is designed to provide a more structured opportunity for performance improvement, including additional training, coaching, and/or learning initiatives that adhere to a specific deadline. The objectives of the PIP should be clearly defined and measurable. In order for a PIP to be offered, the employee must show dedication toward improving their performance and commitment to their role. The PIP will be written by Human Resources and the department manager. The manager will be responsible for holding the employee accountable for completing their assigned tasks. If, at the end of the PIP, the employee's performance has adequately improved, the employee will be subject to a 6-month time period in which they will be required to maintain the improvement. Following the 6-month period, all corrective actions related to the issue will be removed from the employee's personnel file and replaced by a letter documenting the successful completion of the PIP. The employee will then be able to start with a "clean slate."

Investigatory Suspension

Depending on the situation, an investigatory suspension may be used in order to determine the appropriate remedial action under the circumstances. Investigations may be necessary when a situation is particularly serious; GVA is committed to conducting a fair and thorough investigationinto any accusations of misconduct that could threaten an employee's continued employment with the company. Some cases where an investigatory suspension may be used include potentialcompliance violations or accusations of bullying or harassment.

For non-exempt employees, investigatory suspensions are given without pay, in full-day increments, and are consistent with federal, state, and local wage and hour laws. Non-exempt employees may not substitute or use earned time in lieu of unpaid suspension. Exempt employees will continue to receive their regular salary during an investigatory suspension, in accordance with the Fair Labor Standards Act. Pay may be restored if the investigation of the incident absolves the employee.

Termination of the Employment Relationship

The last and most serious step in the Progressive Discipline Policy is a recommendation to terminate employment. Generally, GVA will try to exercise the progressive nature of this policy by first providing other disciplinary action. However, GVA reserves the right to combine and skipsteps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between GVA and its employees. Management's recommendation to terminateemployment must be approved by Human Resources.

Employee's Written Statement

Employees will have the opportunity to present information that may supplement information management has used to issue disciplinary action. This can be done in the form of a letter, which will be attached to the disciplinary action and placed in the employee's personnel file. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the disciplinary meetings, they will have three (3) business days after that meeting to present information. All statements MUST be submitted in writing to Human Resources and should include any supportive documentation.

Documentation

GVA employees will be provided copies of all progressive discipline documentation, including all performance improvement plans. Employees will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. If an employee refuses to sign, a third-party witness will be asked to sign to certify that the corrective action has been reviewed. Copies of these documents will be placed in the employee's official personnel file. Pursuant to MGL c.149, § 52C, GVA shall notify an employee within 10 days of placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

Compliance-Related Infractions

At GVA, compliance with all regulations is of paramount importance. Compliance infractions areconsidered to be particularly serious because they place liability upon the Company.

All potential compliance infractions related to 935 CMR 500, 501 and 502 will be investigated by the Compliance Department. If it is discovered that a compliance violation has occurred, a report will be filed with the Cannabis Control Commission ("CCC"). This report will include a description of event, including applicable regulatory language and citations, identifying information of the involved parties (including CCC license information) and a plan of corrective action. This plan of action may include disciplinary action, if applicable, which will be guided by Human Resources. The report will be stored in an investigatory file, and a copy of the resolution will be placed in an employee's personnel file depending on whether an individual or individuals are identified as culpable. Potential courses of action to prevent subsequent compliance violations include re-training and/or disciplinary action, and infractions that are particularly severe, pervasive, or willful may result in immediate termination of employment.

Other Incidents That May Warrant Immediate Termination

The following list includes incidents that are particularly serious and detrimental to both the business as well as the health and safety of our staff, vendors, and patrons. It is not meant to be all-inclusive.

1. Diversion of marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaging in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission;
3. Conviction or entering of 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 any like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
4. Intentional falsification of employment records, including applications for employment, time records, or any other official GVA documents or records;
5. Falsifying time worked or having someone else alter time worked, or altering someone else's time records;
6. Actions that violate state, federal, or local law, while wearing GVA gear or otherwise representing the Company, whether or not on Company property, whether or not during work time, or at Company events;
7. Theft against GVA or another employee or customer, or theft, unauthorized removal, orintentional damage or destruction of GVA products or other property;
8. Possession of a firearm, knife, explosive, chemical, or other deadly weapon at work (utility knives or other small knives used in the course of work are excluded from this list, subject to the approval of senior management);

9. Job abandonment (not calling and not reporting to work for two (2) consecutive working days);
10. Violence and/or physical assault on GVA property or while conducting GVA business;
11. Threats of violence and/or physical assault;
12. Threatening, intimidating, or using abusive language toward others; and
13. Violation of GVA's anti-harassment or anti-discrimination policies.

Employment Policies for New Hires Acknowledgement of Receipt

I,_____, [employee name] acknowledge that on_____, [today's date] I received a copy of GVA's Employment Policies for New Hires, v.3.30.2021, and that I readit, understood it, and agree to comply with it.

I understand that GVA has the maximum discretion permitted by law to interpret, administer, change, modify, or delete these policies at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify these policies. Changes can only be made if approved in writing by GVA's Human Resources Department.

I also understand that any delay or failure by GVA to enforce any work policy or rule will not constitute awaiver of GVA's right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment.

I understand that, unless I have a written employment agreement signed by an authorized GVA representative, I am employed at will and this policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized GVA representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

_____
Signature

_____
Printed Name

_____
Today's Date

Energy Efficiency and Conservation Procedures

Green Valley Analytics is an independent testing laboratory servicing the medicinal and recreational cannabis industry in the Commonwealth of Massachusetts.

Green Valley Analytics will be located on the lower, below ground level of the building, which will naturally help maintain ambient temperatures in the facility throughout the year, with little need for heating/cooling. Green Valley Analytics will also have tinted windows around the exterior of the building that will let in some natural light, but also prevent the direct exposure to sunlight which could potentially damage samples as they are received, processed, and analyzed. The tinted windows will also reduce our energy needs as we will not require as much air conditioning.

Green Valley Analytics is located in Holyoke, MA where gas & electricity is a public utility available through Holyoke Gas & Electric who are leaders in energy efficiency, renewable energy, sustainability and environmental stewardship, with a focus on the future success of the community. With that in mind, HG&E provides 94% carbon-free electricity, far exceeding the Commonwealth's renewable portfolio standard for utilities. HG&E prides itself in its ability to conserve and protect the environment, while reducing the overall carbon footprint of the community.

Through energy production projects, such as solar and hydro, over 65% of electricity sold by HG&E is produced from local, renewable resources.

In 2019, HG&E was awarded the Smart Energy Provider (SEP) designation from the American Public Power Association for demonstrating commitment to and proficiency in energy efficiency, distributed generation, and environmental initiatives that support a goal of providing low-cost, quality, safe, and reliable electric service.

HG&E also offers aggressive energy conservation assistance programs, providing customers an ability to reduce energy consumption through a variety of measures such as: interest-free assistance, rebates, energy education, economic development, energy audits, and much more.

Green Valley Analytics plans to engage HG&E and MassSaves in an annual energy audit to identify and implement opportunities that would potentially reduce energy consumption in the facility.

Green Valley Analytics is also considering adding solar panels to the roof of the building. Since this is a leased space, Green Valley is coordinating such efforts with the owner of the property.

Lastly, Green Valley Analytics will install a bike rack at our facility to encourage our employees to ride their bikes to work instead of drive to help reduce our overall carbon footprint.

All the lighting used in the entire Green Valley Analytics facility will be equipped with timers and motion sensors to ensure lights are off when not in use. Green Valley Analytics will also be purchasing Energy Star appliances such as refrigerators and freezers to be more energy efficient.

QUALITY MANAGEMENT MANUAL

Effective 01 Feb 2021

Green Valley Analytics

306 Race St, Holyoke, MA 01040, the name of the Quality Assurance Officer (however named),

Reviewed and approved by the Quality Assurance Officer, Laboratory Director, President, and CEO.
This program development based upon ISO 17025:2017, the Commonwealth of Massachusetts Cannabis Control Commission (CCC) Quality Assurance Program Plan (QAPP), and DEA regulations, and the FDA regulations in 21 CFR Part 211, Subpart I.

TABLE OF CONTENT

1. SCOPE

1.1. The purpose of this Quality Manual is to document Green Valley Analytics' Quality Management System. It is intended to demonstrate the laboratory's ability to conduct testing, and report data in compliance with regulatory requirement. The manual establishes compliance with the Commonwealth of Massachusetts Cannabis Control Commission (CCC) Quality Assurance Program Plan (QAPP) and ISO 17025.

2. ISO 17025 SCOPE OF TESTING

2.1. Green Valley Analytics tests cannabis, hemp, and cannabis and hemp infused products.

2.2. Green Valley Analytics is limited to testing materials within the state of Massachusetts with a THC potency >0.3%.

2.3. The scope of Green Valley Analytics' laboratory tests is as listed below in Table. 1 Testing Scope.

Table 1. Testing Scope

Test Parameter	Matrix	Method of Analysis
Cannabinoid Profile	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products	HPLC
Metals	Finished plant material, cannabis resin, cannabis concentrates, environmental media, water	ICP-MS
Pesticides	Finished plant material, environmental media, water	LC-MS
Mycotoxins	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, and CO_2/solvent-based extracts	LC-MS
Terpenes		GC-MS
Residual Solvents	Cannabis resin, cannabis concentrates	GC-MS
Total Viable Aerobic Bacteria	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	
Total Yeast and Mold	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	
Total Coliforms	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	
Bile-tolerant Gram-Negative Bacteria	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	
E. Coli (pathogenic strains)	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	
Salmonella spp.	Finished plant material, cannabis resin, cannabis concentrates, marijuana-infused-products, CO_2/solvent-based extracts, water	

3. ORGANIZATION

3.1. History

3.1.1. Green Valley Analytics was established in 2020 with the mission of testing cannabis, and cannabinoid infused products for quality and safety. The laboratory serves growers, producers and processors of cannabis, and cannabinoid infused products.

3.2. Business Information

3.2.1. Green Valley Analytics is a Massachusetts-based business operating under the State of Massachusetts statues. Green Valley Analytics has received all necessary permits and approvals mandated by the State of Massachusetts for work with cannabis, and cannabinoid infused products. All company related information is listed below in Table 2.

Table 2. Company Related Information:

EIN #	
Website Domain	www.gvalabs.com
Phone Number	413-629-9728
Mailing Address	306 Race St Holyoke, MA 01040
Physical Address	306 Race St Holyoke, MA 01040
Tax ID	
CCC Laboratory Registration #	ILN281359
ISO 17025 Certification	TBD
USDA Import of Controlled Organisms License	TBD
EPA Chemical Waste License	TBD
MA Department of Public Health-Office of Control Substance Administration Certification	TBD
FDA Certificate	TBD
DEA Certificate	TBD

3.3. Facility

3.3.1. Green Valley Analytics is located at 306 Race St, Holyoke, Massachusetts 01040.

3.3.2. The facility meets all building, safety, and security requirements, and has all permits necessary for the testing of cannabinoids including relevant EPA, FDA, DEA and building permits and certifications.

3.4. **Facility Floor Plan**

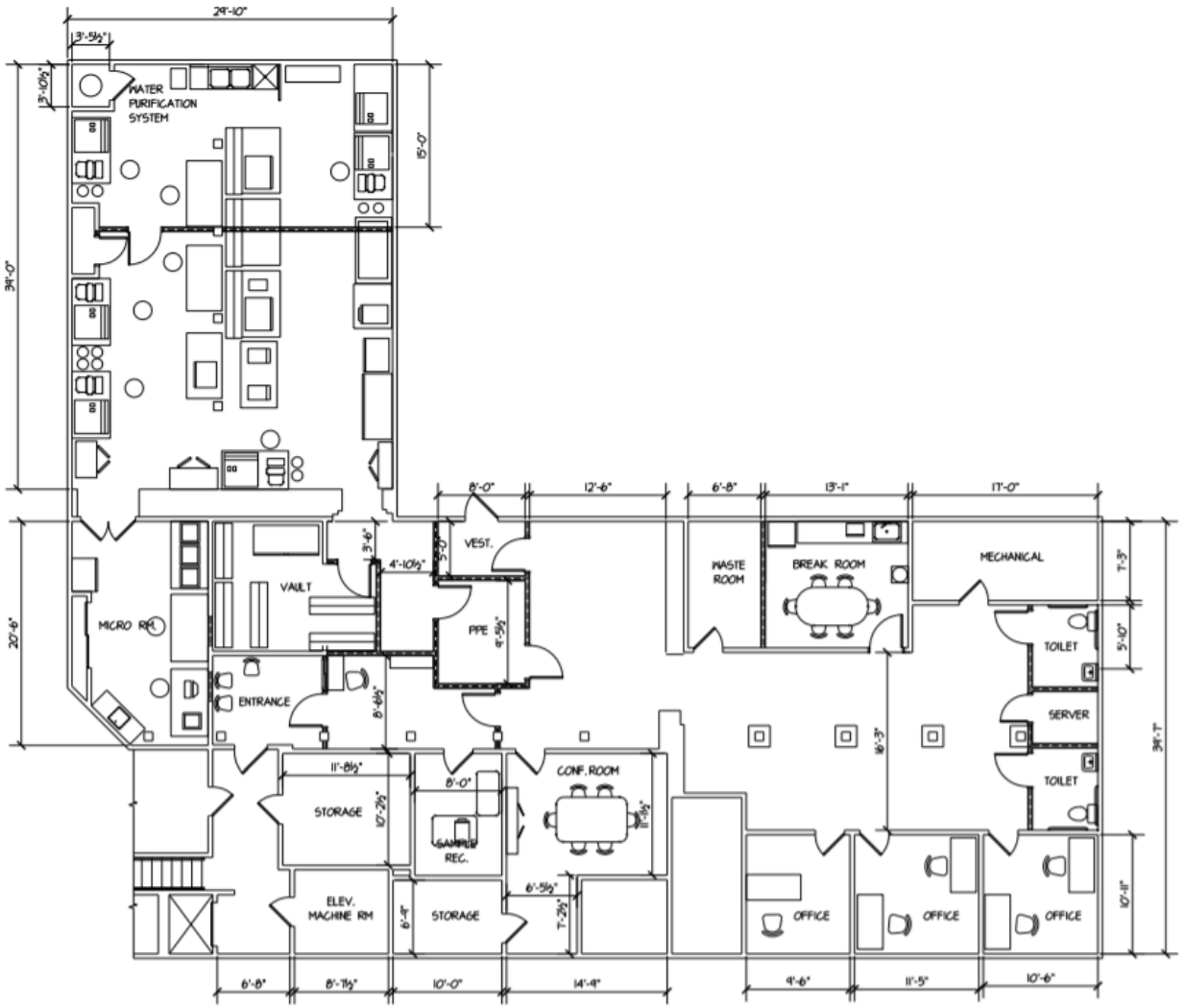


Figure 1. Facility Floor Plan

4. IMPARTIALITY

4.1. General

4.1.1. Green Valley Analytics is committed to impartiality. All personnel are required to exercise impartiality in their activities related to the laboratory operation. All personnel within Green Valley Analytics shall avoid involvement in any activities that would diminish confidence in Green Valley Analytics' competence, impartiality, judgement, or operational integrity.

4.1.2. The management team and personnel will be involved in the risk management approach to impartiality and will participate in the identification of risks to impartiality of the laboratory in a continuous way. This includes the risks arising from activities, and relationships, within or outside the laboratory that may affect performance of personnel activities. Such events as falsifying test and inspection data, altering test and inspection results to benefit Green Valley Analytics or other interested parties, not fully completing test and inspection activities, altering test and inspection methods using non-standard techniques, etc. are not tolerated.

4.1.3. If a situation does occur, the person(s) involved or who are knowledgeable about such activities has the responsibility to report the information to the Laboratory Manager, the Laboratory Director, and/or Quality Assurance as soon as possible.

4.1.4. Green Valley Analytics employees are required to:

4.1.4.1. Inform management of any changes or risks that may affect their impartiality.

4.1.4.2. Participate in identifying risks to impartiality, and contribute to actions to minimize, or eliminate them.

4.1.5. Green Valley Analytics requires that all personnel read and understand A-008 Impartiality and Operating Integrity Policy and Procedure.

4.1.5.1. Green Valley Analytics activities shall be undertaken impartially and structured and managed to safeguard impartiality.

4.1.5.2. Green Valley Analytics management shall be committed to impartiality.

4.1.5.3. Green Valley Analytics shall be responsible for the impartiality of its laboratory activities and shall not allow commercial, financial, or other pressures to compromise impartiality. The need for impartiality shall be discussed during Green Valley Analytics' annual ISO 17025 training.

4.1.5.4. Green Valley Analytics shall identify risks to its impartiality on an on-going basis. This shall include those risks that arise from its activities, or from its relationships, or from the relationships of its personnel.

4.1.5.5. During contract review if an unacceptable risk to accept the contract is identified it shall be mitigated (see Contract Review section). This shall include any risk to the lab's impartiality as part of our risk management process.

4.1.5.6. Policies and Procedures are adopted at Green Valley Analytics to ensure that its personnel, including managerial staff are free of any kind of pressure.

4.1.5.7. Green Valley Analytics fosters an environment where there is freedom from any commercial, financial, and other pressures that might affect the quality of employees' work. Policies and procedures adopted at Green Valley Analytics shall ensure that its personnel, including managerial staff are free of any kind of pressure such as commercial or financial.

4.2. Commercial Pressures

4.2.1. Personnel are forbidden to receive compensation from Green Valley Analytics customers or subcontractors. If a Green Valley Analytics employee is found in violation, immediate termination may occur.

4.3. Financial Pressures

4.3.1. Wages paid are consistent with employee's experience and wages paid in this area. No financial pressure is placed on Green Valley Analytics' employees.

4.3.2. If a risk to impartiality is identified, Green Valley Analytics shall be able to demonstrate how it eliminates or minimizes such risk. This shall be completed as part of contract review. Form A-008.1 Impartiality and Operating Integrity Risk Assessment Form can be utilized to assess and address risks to impartiality.

5. CONFIDENTIALITY

5.1. Green Valley Analytics is committed to the retention of customer and personnel privacy and confidentiality. All personnel are required to take the reasonable measures necessary to maintain customer and colleague privacy and confidentiality. The privacy of our customers and employees at Green Valley Analytics is of paramount importance to our operation. We may be contacted about our operation or services by customers, state, regulatory or law enforcement agencies.

5.2. Our employee privacy policy ensures that the collection and use of personal and customer information is only for fulfilling our compliance requirements and in monitoring personnel safety. This Privacy Policy applies to the information that we may collect or ask personnel and customers to communicate (ex. phone, fax, email). We can also collect this information through employee's files, interviews, specific forms, and the information may be communicated with healthcare professional, law enforcement, and/or a lawyer where applicable.

5.3. Disclosure of personal or customer information will only occur when requires by state, local or federal laws, in compliance with subpoenas, and/or by the written and signed consent of the information's proprietor. Employees can access their personal information by contacting Green Valley Analytics' Laboratory Director or Human Resources. Our laboratory takes measures to protect personal information from accidental loss and against any modification or disclosure.

5.4. All Green Valley Analytics personnel shall protect information that they have in their control by implementing the following:

5.4.1. Filing documents in secure locations.

5.4.2. Locking cupboards and cabinets.

5.4.3. Logging off secure network applications when finished.

5.4.4. Not sharing passwords.

5.4.5. Shredding documents with any personal personnel or client information.

5.4.6. Not emailing confidential or sensitive information with any client identifiers to sources outside of Green Valley Analytics.

5.4.7. Maintaining the confidentiality of information about staff the same as they would for customers.

5.4.8. Respecting colleagues right to Privacy.

5.4.9. Disposing of confidential information in the appropriate manner i.e., shredding.

5.4.10. Maintaining confidentiality by discussing information in a private setting where no one can hear the discussion. Discussion of confidential information should not occur in public places.

5.4.11. Following wireless device or laptop guidelines:

5.4.11.1. Programs must be passwords protected.

5.4.11.2. Keep information stored devices minimum.

5.4.11.3. Download/upload from virtual drives.

5.4.11.4. When possible removing customer and personnel identifiers from information.

5.4.11.5. Not leaving wireless devices unattended and making sure they are always in a secure place.

5.5. Green Valley Analytics shall be responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of laboratory

activities Green Valley Analytics shall inform customers in advance of the information it intends to place in the public domain.

5.6. All personnel are required to read and understand A-007 Privacy and Confidentiality Policy and to acknowledge their commitment to this policy by signing form A-007.1 Privacy and Confidentiality Acknowledgement Form.

6. STRUCTURAL REQUIREMENTS

6.1. Legal Entity

6.1.1. Green Valley Analytics shall be a legal entity, or a defined part of a legal entity, that is legally responsible for its laboratory activities. Table 2. Company Related Information provides all relevant entity identifications, licenses, and certifications.

6.2. Quality Management System

6.2.1. Green Valley Analytics has established, implemented, and maintained a Quality System appropriate to the performance of testing for the release of cannabis, hemp, and cannabinoid infused products. It documents its policies, systems, programs, procedures, and instructions to the extent necessary to assure the quality of assay results. Green Valley Analytics has defined and documented how the requirements for quality are met. This Quality Management Manual is a generic document which references other documented procedures that form an integral part of the quality system. Green Valley Analytics Quality System documentation is communicated to, understood by, available to, and implemented by all appropriate personnel.

6.2.2. Green Valley Analytics management system policies are defined in this Quality Manual. Management objectives including quality objectives are established and reviewed at the annual management review meeting. Laboratory personnel are trained to familiarize themselves with quality documentation and implement the policies and procedures. These overall objectives have been documented throughout Green Valley Analytics standard operating procedures.

6.2.3. Green Valley Analytics management provides evidence of commitment to the development and implementation of its management system and to continually improving its effectiveness.

6.2.4. Management communicates to its employees the importance of complying with ISO 17025 statutory and regulatory requirements, and customer requirements.

6.2.5. Management ensures that the integrity of the management system is always maintained, even when changes to the management system take effect.

6.3. Compliance of Testing Activities

6.3.1. The Quality System of the company is designed to meet the requirements of International Standard ISO/IEC 17025, General Requirements for the Competence of Testing and Calibration Laboratories. As it is shown throughout this Quality Manual Green Valley Analytics carries out its activities in such a way as to meet the requirements of ISO/IEC 17025 and the CCC and to satisfy the needs of the customers.

6.3.2. Green Valley Analytics shall identify a management team that has overall responsibility for specific functions. Management teams and organizational structure are outlined on A-005 Organization Chart.

6.3.3. Green Valley Analytics shall define and document the range of laboratory activities for which it conforms with this document. Green Valley Analytics shall only claim conformity with this document for this range of laboratory activities, which excludes externally provided laboratory activities on an ongoing basis.

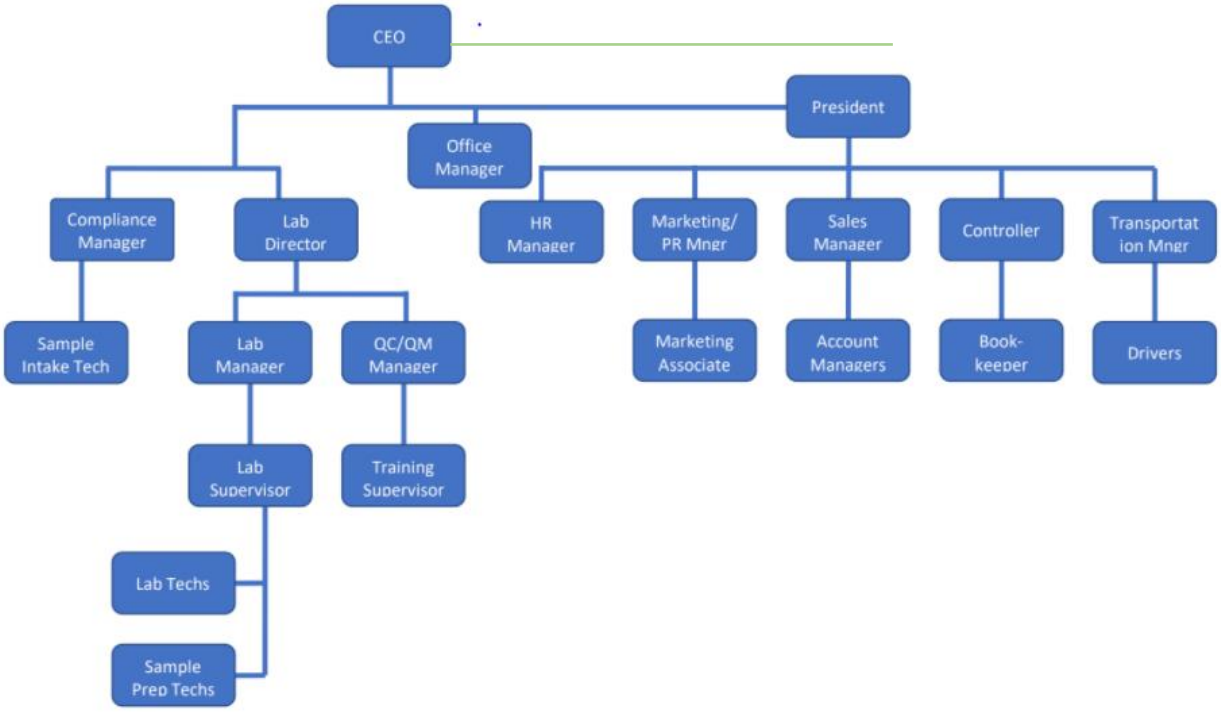
6.4. Scope of Testing

6.4.1. The scope of Green Valley Analytics testing is available for our customers.

6.4.2. Green Valley Analytics' activities shall be carried out in such a way as to meet the requirements of this document, Green Valley Analytics customers, regulatory authorities and organizations providing recognition. This shall include laboratory activities performed in all its permanent facilities only.

6.5. **Organization Chart**

Figure 1. Organization Chart



6.6. **Responsibilities, Authorities, and Interrelationship of Personnel**

6.6.1. The authority of the Green Valley Analytics personnel is concentrated in its managerial staff. The main responsibilities of managerial staff concerning quality performance of Green Valley Analytics are the following:

6.6.1.1. The Laboratory Director and the Quality Assurance Officer are responsible for strategic planning of the laboratory in compliance with ISO/IEC 17025, regulatory bodies, and with developing internal policies concerning testing. The Laboratory Director and the Quality Assurance Officer are vested with the authority to establish and ensure the adequacy of the Quality System.

6.6.1.2. The Technical Lead and the Laboratory Manager are responsible for assuring the high quality of the technical performance of Green Valley Analytics. Each has authority to ensure all tests are performed in accordance with specified requirements.

6.6.1.3. The Laboratory Director has final jurisdiction in all matters involving the quality, workmanship, and the conformance of Green Valley Analytics practices to the approved procedures, specifications, and established standards.

6.6.1.4. The Laboratory Manager, Laboratory Director, and Quality Assurance Officer has the authority to ensure that all personnel who perform or verify work have the appropriate knowledge and are following the approved procedures.

6.6.1.4.1. NOTE: Quality Assurance Officer or Laboratory Manager may be assigned as the backup persons in the event the Laboratory Director is not available, and vice versa.

6.6.2. Laboratory management team shall ensure:

6.6.2.1. That communication takes place regarding the effectiveness of the management system and the importance of meeting customers' and other requirements, during annual quality training. Management communicates with each employee to ensure that personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the objectives of the management system.

6.6.2.2. That appropriate communication processes are established within the company and that communication takes place regarding the effectiveness of the management system. During annual training and Management Review the effectiveness of the system is reviewed and communicated.

6.6.2.3. That the integrity of the management system is maintained when changes to the management system are planned and implemented. All ISO 17025 Quality System changes must be reviewed and approved by the Quality Assurance Officer and Laboratory Director.

6.6.2.4. Continually improve the effectiveness of its management system using the quality policy, quality objectives, audits results, the analysis of data, corrective and preventative actions, and management review.

7. MANAGEMENT

7.1. Management Team

7.1.1. Green Valley Analytics Management Team consists of personnel assigned to the following roles:

7.1.1.1.1. President
7.1.1.1.2. CEO
7.1.1.1.3. Laboratory Director
7.1.1.1.4. Director of Operations
7.1.1.1.5. Quality Assurance Officer
7.1.1.1.6. Laboratory Manager

Management Roles and Responsibilities

7.1.2. Managements core roles and responsibilities are outlines in A-004 Personnel Roles and Responsibilities.

7.2. Management System

7.2.1. Green Valley Analytics' Management System has management and technical personnel with the authority, responsibility, and resources needed to carry out their duties including the implementation, maintenance, and improvement of the management system, to identify the occurrence of departures from the quality system/ procedures for performing cannabinoid product testing, and to initiate actions to prevent or minimize such departures.

7.2.2. Green Valley Analytics' Management System has arrangements to ensure that management and personnel are free from any undue internal and external commercial, financial and other pressures and influences that may adversely affect the quality of their work.

7.2.3. Green Valley Analytics' Management System has policies and procedure "Protecting confidentiality and proprietary rights" to ensure the protection of its customer's confidential information and proprietary rights including for protecting the electronic storage and transmission of results.

7.2.4. Green Valley Analytics' Management System has procedures and the following policies to avoid employee and company involvement in activities that would diminish confidence in its competence, impartiality, judgement, or operational integrity.

7.2.5. Green Valley Analytics' Management System has defined the organization and management structure (Organizational Chart) of Green Valley Analytics and the relationships between Quality Assurance Officer, Management, Courier, and Business Development.

7.2.6. Green Valley Analytics' Management System has specified the responsibility, authority and interrelationships of all personnel who manage, perform, or verify cannabinoid testing.

7.2.7. Green Valley Analytics' Management System provides adequate supervision of technical staff, including trainees, by persons familiar with methods and procedures, purpose of each assay, and with the assessment of the test results.

7.2.8. Green Valley Analytics' Management System has a Laboratory Manager with the overall responsibility for the technical operations and the provision of the resources needed to ensure the required quality of laboratory operations.

7.2.9. Green Valley Analytics' Management System has a Quality Assurance Officer who, irrespective of other duties and responsibilities, has defined responsibility and authority for ensuring that the quality system is implemented and followed at all times; the Quality Assurance Officer has direct access to the highest level of management at which decisions are made on laboratory policy or resources; i.e., reports directly to the Laboratory Director and indirectly to the Director of Operations of the company.

7.2.10. Green Valley Analytics ensures that personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the objectives of the management system.

7.2.11. The Quality Assurance Officer and Laboratory Manager are responsible for ensuring that appropriate communication processes are established within the laboratory and that communication takes place regarding the effectiveness of the management system.

8. MANAGEMENT REVIEW

8.1.1. Green Valley Analytics management shall review its management system at planned intervals, to ensure its continuing suitability, adequacy, and effectiveness, including the stated policies and objectives related to the fulfillment of this document.

8.1.2. The inputs to management review shall be recorded and shall include information related to the following:

- 8.1.2.1. Changes in internal and external issues that are relevant.
- 8.1.2.2. Fulfillment of objectives.
- 8.1.2.3. Suitability of policies and procedures.
- 8.1.2.4. Status of actions from previous management reviews.
- 8.1.2.5. Outcome of recent internal audits.
- 8.1.2.6. Corrective actions.
- 8.1.2.7. Assessments by external bodies.
- 8.1.2.8. Changes in the volume and type of the work or in the range of laboratory activities.
- 8.1.2.9. Customer and personnel feedback.
- 8.1.2.10. Complaints.
- 8.1.2.11. Effectiveness of any implemented improvements.
- 8.1.2.12. Adequacy of resources.
- 8.1.2.13. Results of risk identification.
- 8.1.2.14. Outcomes of the assurance of the validity of results.
- 8.1.2.15. Other relevant factors, such as monitoring activities and training.

8.1.3. The outputs from the management review shall record all decisions and actions related to at least:

- 8.1.3.1. The effectiveness of the management system and its processes.

8.1.3.2. Improvement of Green Valley Analytics activities related to the fulfillment of the requirements of this document.
8.1.3.3. Provision of required resources.
8.1.3.4. Any need for change.

8.1.4. Once a year the Quality System is reviewed to ensure the compliance to ISO/IEC 17025 within laboratory operations. Management review is intended to allow management to properly monitor company compliance to Quality System requirements.

8.1.5. The minutes from the Management Review meeting, including meeting agenda and all planned corrective actions shall be documented.

8.1.6. The Management Representative shall be responsible for the ongoing assessment of the Quality System. Each aspect of the system shall be reviewed by management including:
8.1.6.1. Internal and external quality results.
8.1.6.2. The past adequacy of the Quality System.
8.1.6.3. Future changes that need to be made.
8.1.6.4. Suitability of policies and procedures.
8.1.6.5. Reports from management personnel.
8.1.6.6. Review of lab quality Objectives.
8.1.6.7. Recommendations for improvement of operations and Quality System.
8.1.6.8. Corrective and preventive actions.
8.1.6.9. Results of inter - laboratory comparisons and proficiency testing.
8.1.6.10. Changes in the volume and type of work performed.
8.1.6.11. Client feedback and complaints.
8.1.6.12. Other relevant factors such as quality control activities, resources, and staff training.

8.1.7. The minutes from the management review meeting, including any planned corrective actions, shall be documented. Actions that are planned or initiated because of Management Review meeting shall be recorded. A specific timeframe for implementation of actions planned or initiated shall be established. Senior management shall review results annually to properly monitor company compliance to Quality System requirements and lab accreditation practices.

8.1.8. The minimum attendees for each Management Review meeting are the President, CEO, Laboratory Director, Quality Assurance Officer, and Director of Operations.

9. RESOURCE REQUIREMENTS

9.1.1. Green Valley Analytics shall have available the personnel, facilities, equipment, systems, and support services necessary to manage and perform its laboratory activities.

10. PERSONNEL

10.1. General Personnel Information

10.1.1. Green Valley Analytics management ensures the competence of all who operate specific equipment, perform assays, evaluate results, and sign reports and Certificates of Analysis. When utilizing personnel still in the process of undergoing training, appropriate supervision is provided. Personnel performing specific tasks are qualified based on appropriate education, training, experience and/or demonstrated skills, as required.

10.1.2. Green Valley Analytics management formulates the goals with respect to the education, training, and skills of personnel. Green Valley Analytics has Quality Procedure Q-010 Personnel Training and Competencies Procedure. The effectiveness of training is assessed. The training program is relevant to the present and anticipated tasks. The effectiveness of the training is evaluated by completion of tests and/or feedback from trainers.

10.1.3. Green Valley Analytics utilizes personnel who are employed by Green Valley Analytics. Where contracted and additional technical and key support personnel are used, Green Valley Analytics ensures that such personnel are supervised and competent and that they work in accordance with the quality system.

10.1.4. Green Valley Analytics maintains current job descriptions for managerial, technical, and key support personnel involved in assay execution.

10.1.5. Management authorizes specific personnel to perform specific assays, to issue assay reports/certificates, to give opinions and interpretations and to operate specific equipment. Green Valley Analytics maintains records of the relevant authorizations, competence, educational and professional qualifications, training, skills, and experience of all technical personnel, including contracted personnel. This information is readily available and includes the date on which authorization and/or competence is confirmed.

10.2. **Employment**

10.2.1. Green Valley Analytics adheres to all state, Federal and local laws regarding personnel employment.

10.2.2. Green Valley Analytics adheres to the policies and procedures outlines in A-002 Human Resources.

10.3. **Personnel Safety**

10.3.1. Green Valley Analytics ensures that all personnel are safe and aware of the environment which the work in. Policies and procedure outlined in the SOPs listed below are outline how Green Valley Analytics ensures the safety of personnel:

10.3.1.1. A-009 Safety Policies and Procedures
10.3.1.2. A-010 Safety Plan
10.3.1.3. A-011 Occupational Health and Safety
10.3.1.4. A-011.1 Occupational Health and Safety Acknowledgement
10.3.1.5. A-012 Chemical Hygiene
10.3.1.6. A-012.1Chemical Inventory
10.3.1.7. A-013 Hazard Communication Plan
10.3.1.8. A-013.1 Hazard Communication Training
10.3.1.9. A-014 Accident Reporting and Emergency Response Plan
10.3.1.10. A-014.1 Accident Reporting Form
10.3.1.11. A-015 Exposure Control Plan
10.3.1.12. A-016 Safety Inspection Plan
10.3.1.13. A-016.1 Safety Inspection Form
10.3.1.14. A-017 Hazardous Waste Contingency Plan

10.4. **Personnel Training**

10.4.1. Q-010 Personnel Training and Competencies Procedure outlines the process by which personnel are trained and qualified at Green Valley Analytics.

10.4.2. All personnel at Green Valley Analytics are required to train on job related functions.

10.4.2.1. Documents related to specific work functions can be found in Green Valley Analytics' Document Management System.
10.4.2.2. All personnel are assigned training specific to their job functions.
10.4.2.3. Personnel training is recorded on training forms and retained within Green Valley Analytics' Document Management System.

10.4.3. Before starting any work-related duties, personnel will be familiar with work related documents. These documents include procedures, work instructions, applicable manuals, and regulations.

10.4.4. Personnel will be supervised until training is competed and competency is demonstrated.

10.4.5. Training and competency are determined by the employee's educational qualifications, experience, and complexity of the test method, and knowledge of the test method performed.

10.4.6. The employee will not perform any procedure, inspections, or methods until all applicable training has been completed and competency demonstrated.

10.4.7. Employees may request training related to their duties.

10.5. **Personnel Training Techniques**

10.5.1. The training process for technical procedures consists of the following steps:

10.5.1.1. Trainee reads the procedures, work instructions, and other applicable documents.

10.5.1.2. Trainee observes demonstration of the procedure by a trainer.

10.5.1.3. Trainee performs the procedure under observation by a trainer.

10.5.1.4. Trainee successfully completes the procedure independently.

10.5.1.5. Training and Competency for a specific technical procedure is recorded on Q-010.1 Personnel Training Form and retained with the associated training file.

10.5.2. The training for non-technical procedures includes, but are not limited to:

10.5.2.1. Reading laboratory procedures.

10.5.2.2. Instructions.

10.5.2.3. Demonstrations.

10.5.2.4. Manufacturers training.

10.6. **Personnel Training Assessment Tools**

10.6.1. Employees performance is verified by measurement against a defined performance standard. The measures used to verify an employee's performance are assessment tools. Tools that could be utilized to assess personnel performance include:

10.6.1.1. Observation of procedure: observation by a trainer of an employee performing or demonstrating a procedure.

10.6.1.2. Testing blind QC samples: Employees are unaware when blind test samples are assigned. They appear identical to other samples. The purpose is to provide simulated samples to measure realistic analytic conditions.

10.6.1.3. Testing known samples: participants know and plan for known testing events.

10.7. **Demonstration of Competency**

10.7.1. To be competent an analyst personnel performing assays must know how to perform the assay and perform it without supervision.

10.8. **Training and Competency Records**

10.8.1. Training and competency records are maintained in Green Valley Analytics' document management system.

10.8.2. Technical Training:

10.8.2.1. The department Management team identifies all the documents necessary for technical personnel to train on.

10.8.2.2. These documents are assigned to the personnel.

10.8.2.3. Record of the documents review and training is recorded.

10.8.2.4. Following review and training on a document the technical personnel will be assigned training. This training is recorded on the Q-010.1 Personnel Training Form.

10.8.2.5. Upon completion of the training the Department Manager, Quality Assurance Manager, and/or Department Director will review the training form and sign off. A record of this training is maintained with the employee's training file.

10.8.3. Non-Technical Procedures Training:

10.8.3.1. The Management team identifies all the documents necessary for personnel training.

10.8.3.2. These documents are assigned in the document management system to the personnel.

10.8.3.3. Record of the document's review and training is recorded.

10.8.4. Other Training:

10.8.4.1. Other training, such as manufacturers training can be recorded on the Q-010.1 Personnel Training.

11. ENVIRONMENTAL MONITORING

11.1. F-003 Environmental Monitoring provides policies and procedures for the monitoring of refrigerators, freezers, facilities systems, and laboratory spaces critical to the performance of assays.

11.2. Green Valley Analytics' facilities, including but not limited to energy sources, lighting, and environmental conditions, are such as to facilitate correct performance of assays. Green Valley Analytics ensures that the environmental conditions do not invalidate the results or adversely affect the required quality of any measurement.

11.3. Green Valley Analytics monitors, controls, and records environmental conditions as required by the relevant specifications, methods, and procedures or where they influence the quality of the results. Due attention is paid, for example, to biological sterility, ventilation, dust, humidity, electrical supply, and temperature, as appropriate to the technical activities concerned. Assay activities are stopped when the environmental conditions jeopardize the results of the assay. The Laboratory Director or designee makes the decision when to proceed with assay operations based on equipment type and adjustments.

11.4. There is effective separation between neighboring areas in which there are incompatible activities. Measures are taken to prevent cross-contamination.

11.5. Access to and the use of areas affecting the quality of assays are controlled. Green Valley Analytics determines the extent of control based on its circumstances.

11.6. Measures are taken to ensure good housekeeping in Green Valley Analytics' facilities. A scheduled cleanup is performed throughout the facility.

11.7. All physical testing of samples is performed in environmentally calibrated laboratories. Environmental conditions are recorded by the laboratory staff Temperature Guard System and a status update of deviations is provided to management. A calibrated temperature/humidity gage is used to verify laboratory conditions. If an out-of-control condition is noted all work must stop and any calibrations and tests performed during this condition must be reviewed. This problem shall be brought to the attention of the Laboratory Director for evaluation. Out of tolerance incidences that result in a non-conformance will be recorded on Q-009.1 Corrective and Prevention Measures Report.

Table 3. Calibration/ Testing Environmental Controls

Environment	Temperature Tolerance (°C)	Humidity Tolerance (%)
Main Lab	**15-30**	**0-100**

11.8. All tests are performed at Green Valley Analytics laboratory facility. The conditions stated above reflect the required environmental limits established by the CCC have no established guidelines for temperature and humidity. Calibrations and tests performed by subcontractors are monitored by lab personnel. Each Calibration Certificate provided by subcontractors is required to contain information concerning the environmental conditions in which applicable calibrations were performed.

11.9. Temperature and humidity have been determined to be the only environmental conditions which affect the quality and validity of Green Valley Analytics sample testing processes. No other extreme conditions exist in the current laboratory environment. Corrective action shall be taken when environmental conditions fall out of the described tolerance.

12. HOUSEKEEPING

12.1. Green Valley Analytics maintains its facilities suitability for testing of cannabinoid products, safety and cleanliness through good housekeeping practices.

12.2. Facility maintenance procedures are outlined in the following SOPs:

12.2.1. A-012 Chemical Hygiene Plan
12.2.2. A-016 Safety Inspection Plan
12.2.3. A-017 Hazardous Waste Management
12.2.4. A-018 Environmental Health and Safety Program
12.2.5. E-001 Equipment Maintenance, Calibration and Cleaning
12.2.6. F-001 Pest Management Program
12.2.7. F-002 Material Disposal and Waste Management Program
12.2.8. L-001 Personal Protective Equipment Training
12.2.9. L-002 Laboratory Housekeeping and Cleaning

12.3. Green Valley Analytics' commitment to a healthful, clean, ands safe work environment helps to ensure the safety of personnel and quality of testing results.

13. SECURITY

13.1. S-001 Security Protocol provides policies and procedure for the maintenance of security at Green Valley Analytics' facility. This SOP ensures the safety and security of the Green Valley Analytics facility, its personnel and client samples.

13.2. The Green Valley Analytics facility utilized restricted access procedures, monitors its facility with a camera surveillance system, and utilizes METRC and an internal inventory management system to ensure an unbroken chain of custody for client samples. These programs and procedures are utilized to ensure personnel safety, prevent sample theft or diversion, and maintain customer's confidential information and proprietary rights.

13.3. Access to testing facilities is limited to Green Valley Analytics employees.

13.4. To ensure the quality of testing, Green Valley Analytics maintains a few specific restricted testing areas. Access to any of these areas during test performance is restricted to company personnel. Visitors must always be accompanied by Green Valley Analytics' personnel.

13.5. Customers may be allowed into the test areas and must always be escorted when in restricted areas.

13.6. All visitor must register on S-001.1 Visitor Log and an employee must always accompany the visitors.

13.7. Only those with CCC approved badges may handle samples.

14. TRANSPORTATION

14.1. T-001 Transportation outlines policies and procedures for the transportation of samples between client sites and Green Valley Analytics' facility.

14.2. Trained Green Valley Analytics personnel will utilize the METRC system to collect cannabinoid containing samples from client sites.

14.3. Transportation of the samples is predesigned through orders generated in Confident Cannabis.

14.3.1. The Order Form will specify:

14.3.1.1. The client to be collected from.
14.3.1.2. The location of the sample pickup.
14.3.1.3. The quantity of sample to be collected.

14.4. Green Valley Analytics Transportation Personnel will follow a predetermined route to collect all client samples for the day and ensure their safe transport back to Green Valley Analytics' facility.

14.5. When collecting samples from client sites Green Valley Analytics personnel will follow the appropriate Sampling Plan outlined for them on the Order Form.

14.5.1. Personnel will only collect those samples outlined on the order form.

14.6. Transportation personnel will appropriately collect and weigh out samples and transfer them in the METRC system when at a client site.

14.7. Green Valley Analytics transportation personnel will ensure that all samples possess the appropriate labels before leaving the client site. Sample labels must include:

14.7.1. The name and the signature of the client who prepared the package.

14.7.2. The name and address of the client's company/ organization.

14.7.3. The clients lot number or identification number/ samples METRC number.

14.7.4. A description including weight.

14.7.5. Any special sample handling instructions.

14.8. Green Valley Analytics personnel will not leave client site before ensuring that the proper transfer has taken place within the METRC system for all product samples collected.

14.9. Once material reaches the Green Valley Analytics' facility, volumes will again be verified, package integrity confirmed, and the transfer of the material within METRC completed.

14.9.1. Any discrepancies with weight/volume of the sample will result in a rejection of the samples transfer in METRC. Rejections will result in immediate client notification, and a planned return of the sample to the client.

14.9.2. Damaged sample packaging will result in a rejection of the samples transfer in METRC. Rejections will result in immediate client notification, and a planned return of the sample to the client.

14.10. All samples accepted into the facility and recorded within METRC will be tracked using L-008.1 Internal Chain of Custody and within Green Valley Analytics' LIMs program to ensure an unbroken chain of custody during the duration of the testing program.

15. EQUIPMENT MAINTENANCE, CALIBRATION AND CLEANING

15.1. General

15.1.1. E-001 Equipment Maintenance, Calibration and Cleaning established policies and procedures for the routine maintenance, calibration, and cleaning of equipment units at Green Valley Analytics.

15.1.2. Equipment used in the facility for the generation, measurement, or assessment of samples and research data should be properly decontaminated after each use in accordance with that piece of equipment's SOP, and appropriately maintained to ensure quality performance.

15.1.3. Each piece of equipment possesses a user's manual that is maintained in the equipment log, as well as an SOP that outlined general use, maintenance, and cleaning.

15.1.4. Where applicable, equipment is calibrated, validated, verified, certified, and undergoes Installation Qualification (IQ), Operation Qualification (OQ), and Performance Qualification (PQ).

15.1.5. Any calibration, validation, and certification work are only conducted by trained technical staff, or approved vendors, which are certified in the performance of such activities.

15.1.6. Green Valley Analytics is furnished with all items of sampling, measurement and test equipment required for the correct performance of the assays (including sampling, preparation of assay consumables, processing, and analysis of assay data). In those cases where Green Valley Analytics needs to use equipment outside its permanent control, it ensures that the requirements of ISO 17025 are met.

15.1.7. Equipment and its software used for the performance of assays and sampling can achieve the accuracy required and complies with specifications relevant to the assay concerned. Calibration programs are established for key quantities or values of the instruments where

these properties have a significant effect on the results. Before being placed into service, equipment is calibrated or checked to establish that it meets Green Valley Analytics' specification requirements and complies with the relevant standard specifications. It is checked and/or calibrated before use.

15.1.8. Equipment is operated by authorized personnel. Up-to-date instructions on the use and maintenance of equipment (including any relevant manuals provided by the manufacturer of the equipment) are readily available for use by the appropriate laboratory personnel.

15.1.9. Each item of equipment used for cannabinoid assays, that could significantly affect the assay results is uniquely identified and listed on E-001.1Equipment Inventory and Calibration Record.

15.1.10. Equipment calibration, preventative maintenance, repairs, cleaning, and decontamination are performed and recorded per the procedures outlined in E-001 Equipment Maintenance, Calibration, and Cleaning.

15.1.11. Equipment that has been mishandled, gives suspect results, or has been shown to be defective or outside specified limits, is placed out of service, and scheduled for maintenance, repairs, and recalibration where relevant. It is isolated to prevent its use and clearly labeled with OUT OF SERVICE until it has been repaired and calibrated and is performing correctly. Management may institute Q-009 Corrective and Preventive Action procedure to document any nonconforming work.

15.1.12. All equipment under the control of Green Valley Analytics and requiring calibration is labeled and identified to indicate the status of calibration, including the date when last calibrated and the date recalibration is due.

15.1.13. When, for whatever reason, equipment goes outside the direct control of Green Valley Analytics ensures that the function and calibration status of the equipment are checked and shown to be satisfactory before the equipment is returned to service.

15.1.14. When intermediate checks are needed to maintain confidence in the calibration status of the equipment, these checks are carried out according to the manufacturer's manual or procedure.

15.1.15. Assay equipment, including both hardware and software, are safeguarded from adjustments that would invalidate the calibration results.

15.2. **Equipment Identification**

15.2.1. All Green Valley Analytics equipment is identified with the unique ID number. Green Valley Analytics software is identified with the file names and version numbers.

15.2.2. Upon receipt, deviations from specified conditions shall be recorded. When there is doubt about the suitability of an item for test purposes, or when an item does not conform to the description provided, Green Valley Analytics shall consult the customer for further instructions before proceeding and shall record the results of this consultation. When the customer requires the item to be tested and acknowledge a deviation from specified conditions, Green Valley Analytics shall include a disclaimer in the report indicating which results may be affected by the deviation.

15.3. **Dealing with Defective Equipment**

15.3.1. Equipment that has been subjected to overload or mishandling, gives suspect results or has been shown to be defective or to be outside of specified limits is taken out of service and a label "out of service" is applied. After this that equipment is removed from service and the Laboratory Director, Quality Assurance Officer and/or designee shall be provided with information about what has happened. The calibration certificate shall be annotated. The equipment may be sent for repair or recalibration. Upon receipt of the equipment from repair the Laboratory Director, Quality Assurance Officer and/or designee shall investigate any effect that this broken equipment could produce on tests already performed. In cases

when this effect could influence equipment performance the customer shall be notified in writing. The notification shall quantify the magnitude of error created in the testing results.

15.3.2. When items need to be stored or conditioned under specified environmental conditions, these conditions shall be maintained, monitored, and recorded. A calibrated instrument is required to monitor conditions when they impact the testing accuracy.

15.3.3. Green Valley Analytics personnel shall review calibrations performed by subcontractors. Each calibration certificate provided by accredited subcontractors is required to contain information concerning the environmental conditions in which the calibrations were performed. Temperature and humidity have been determined to be the only environmental conditions, which may affect the quality and validity of test processes. Corrective action shall be taken when environmental conditions fall out of the required tolerance.

16. MEASUREMENT TRACEABILITY / METREOROLOGICAL TRACEABILITY

16.1. All equipment used for assays, having a significant effect on the accuracy or validity of the result of the assay or sampling are calibrated before being put into service. Green Valley Analytics has established programs and SOP Management of Laboratory Standards for the calibration of its equipment.

16.2. Traceability of the measurement standards and measuring instruments to the International System of Units (SI) is established by means of an unbroken chain of calibrations or comparisons linking them to relevant primary standards of the SI units of measurements whenever possible.

16.3. The purpose of Good Measurement Practice is to enable compliance with essential elements of Metrological Traceability. Traceability ensures that the measurements are accurate representations of the specific quantity subject to measurement, within the uncertainty of the measurement.

16.4. To ensure metrological traceability, suitably calibrated standards that are appropriately maintained and cared for, proper standard operating procedures, continuous measurement control, surveillance, and suitable documentation must all be present.

16.5. Test numbers issued by NIST should not be used nor required as proof of the adequacy or traceability of a test or measurement. Having a NIST number does not provide evidence that the measurement value provided by another organization has the property of metrological traceability.

17. EXTERNAL CONTRACTOR MANAGEMENT

17.1. Q-013 External Contractor Audit and Qualification Procedure outlines the policies and procedures for the qualification of critical vendors and suppliers at Green Valley Analytics.

17.2. All critical external contractors providing services to Green Valley Analytics will undergo the auditing procedures outlined in this SOP ensuring that the providers of said services are qualified, and where applicable have the certifications necessary to perform the services they have been contracted to provide.

17.3. All Subcontractor Purchase Orders will provide all quality and delivery requirements, and any other applicable purchasing data. Purchase Orders shall be reviewed and approved by the Department Director. This review shall ensure that all purchasing data including quality requirements are accurately stated.

17.4. Green Valley Analytics uses outside support and supplies to properly ensure all testing activities are suitably accomplished. Calibration subcontractors are used only to perform calibration of Green Valley Analytics traceable weights and equipment where applicable. Green Valley Analytics is responsible for ensuring the quality of all outside services and suppliers.

17.5. The Laboratory Director shall maintain a list of all subcontractors that are used for calibrations and a record of the evidence of laboratory accreditation to ISO/IEC 17025.

18. INVENTORY MANAGEMENT – CRITICAL RAW MATERIALS

18.1. Q-011 Inventory Management outlines the policies and procedures for the control of inventory at Green Valley Analytics. This procedure is applicable to all critical vendors, critical materials, and samples accepted into Green Valley Analytics' facility.

18.2. Vendor qualification and audit procedures are outlined in this procedure to ensure that critical raw materials are only sourced from approved vendors.

18.3. Critical materials are sourced from at least two vendors to ensure business continuity and to reduce business risk.

18.4. If new critical raw materials must be sourced, the appropriate validation and bridging studies will be performed to ensure performance comparability.

18.5. All critical raw materials are inspected, properly labeled, stored, and entered Green Valley Analytics' LIMS system when received.

18.6. Supplies of reference materials, such as potency standards, and other consumable materials are controlled. Where there is a shelf-life requirement, this shall be stated on the describe sources of materials, Q-012.1 Approved Vendors List. Materials shall be reviewed upon receipt to ensure they are suitable for their intended purpose.

19. INVENTORY MANAGEMENT - CLIENT SAMPLE MANAGEMENT

19.1. Q-011 Inventory Management outlines the policies and procedures for the control of inventory at Green Valley Analytics. This procedure is applicable to all samples accepted into Green Valley Analytics' facility.

19.2. All samples are collected per Maryland State regulations and following T-001 Transportation and SOP Sample Collection.

19.3. All samples are collected and properly transferred within the METRC system. Upon receipt into Green Valley Analytics' facility the samples are properly accepted within METRC and recorded within the LIMS system to ensure that the chain of custody is never broken during the samples movement throughout the Green Valley Analytics facility.

20. PURCHASING SERVICES AND SUPPLIES

20.1. Our purchasing policy is to procure our needed supplies and services only from approved suppliers and ISO accredited subcontractors.

21. INSPECTION OF PURCHASED SUPPLIES

21.1. Green Valley Analytics buys only such material, which could ensure compliance of testing performed at Green Valley Analytics within the standard specifications and requirements.

21.2. No employee can use any received critical raw material until it is inspected upon receipt. Personnel accepting shipments shall verify that the supplies procured comply with the Purchase Order, and material specifications. Where necessary critical material may be placed in quarantine and released only after Quality Control testing to assess material suitability is completed.

21.3. Green Valley Analytics shall ensure that purchased supplies and consumable materials that affect the quality of testing are not used until they have been inspected.

22. EVALUATION OF SUPPLIERS

22.1. A list of approved suppliers for Green Valley Analytics, Q-012.2 Approved Vendors List, shall be available to personnel. No supplies are permitted to be procured unless the source is on the approved list.

22.2. Green Valley Analytics shall communicate its requirements to external providers for:

22.2.1. The products and services to be provided.

22.2.2. The acceptance criteria.

22.2.3. Competence, including any required qualification of personnel.

22.3. Suppliers are evaluated with a questionnaire form Q-012.1 Vendor Supplier Questionnaire, and where necessary an onsite audit may be performed.

23. QUALITY RELATED INFORMATION REQUIRED FOR PURASE ORDERS

23.1. Green Valley Analytics purchase orders connected with accredited equipment calibrations shall contain data reflecting important technical parameters and characteristics for the equipment, such as type, class, grade, technical data including each parameter measured with the device, inspection instructions, and traceability of calibration results. The purchase order shall be reviewed and approved by the Department Director.

24. QUOTES, CONTRACT REVIEW, AND ISSUANCE

24.1. **General Procedure for the Review and Issuance of Quotes, Memos and Contracts**

24.1.1. Green Valley Analytics has established and maintains procedure Q-013 Quotes, Contracts Review and Issuance Procedure. This document outlines the process by which Green Valley Analytics reviews and issues Quotes, Memos, and contracts, and the process by which those documents are issued and retained.

24.1.2. The policies and procedure for these reviews ensures that:

24.1.2.1. The requirement, including the methods to be used, are adequately defined, documented, and understood.

24.1.2.2. Green Valley Analytics has the capability and resources to meet the requirements.

24.1.2.3. The appropriate assay method is selected and capable of meeting the customers' requirements.

24.1.3. Any differences between the request or tender and the contract are resolved before any work commences. Each contract is acceptable to both Green Valley Analytics and the customer, contractor, or servicer.

24.1.4. Records of reviews, including any significant changes, are maintained.

24.1.5. Records are also maintained of pertinent discussions with a customer's requirements or the results of the work during the period of execution of the contract.

24.1.6. The customer is informed of any deviation from the contract.

24.1.7. If a contract needs to be amended after work has commenced, the same contract review process is repeated, and any amendments are communicated to the affected personnel.

24.2. **Customer Communication Procedure for the Review and Issuance of Quotes, Memos and Contracts**

24.2.1. Green Valley Analytics personnel shall communicate information about services during the contract review. Entries on sample testing shall be made as needed for inquiries, handling issues, and amendments. When a customer complaint is received, the information shall be documented on Q-015.1 Customer Complaint Report. Follow-up of complaints will be documented. Each complaint is reviewed for possible immediate corrective action. Management reviews conducted includes addressing customer complaints. The Department Director and/or Quality Assurance Officer shall perform root cause analysis, trending, and corrective action, as required. When customer complaints indicate a problem with a process, an internal quality audit shall be performed of that process.

24.2.2. The customer shall be informed of any deviation from the contract.

24.2.3. Green Valley Analytics shall inform the customer when the method requested by the customer is inappropriate or out of date. This shall be resolved prior to the completion of the contract review.

24.2.4. Any risks associated with the specific test shall be identified and mitigating action taken to reduce the level of risk to an acceptable level.

24.2.5. When the test requires a statement of conformity to a specification or standard for the test (e.g. pass/fail, in-tolerance/out-of-tolerance) the specification or standard, and the decision rule shall be clearly defined. Unless inherent in the requested specification or standard, the decision rule selected shall be communicated and agreed upon.

24.2.6. Any differences between the requested sample testing and customer requirements shall be resolved before laboratory activities commence. Deviations requested by the customer shall not impact the integrity of Green Valley Analytics or the validity of the results.

24.2.7. The customer shall be informed of any deviation from the testing process.

24.2.8. If a testing procedure is amended after work has commenced, the contract review shall be repeated, and any amendments shall be communicated to all affected personnel.

24.2.9. Amendments made to existing contracts may be initiated by the customer. When needed, these changed requirements are communicated to the affected personnel to ensure that all jobs in process include the revised requirements. A summary of any changes shall be made on a revised contract.

24.2.10. When needed, Green Valley Analytics shall cooperate with customers or their representatives in clarifying the customer's request and in monitoring Green Valley Analytics' performance in relation to the work performed.

24.2.11. Records of reviews, including any significant changes, shall be retained. Records shall also be retained of pertinent discussions with a customer relating to the customer's requirements or the results of Green Valley Analytics' activities.

25. ASSAY DEVELOPMENT AND METHODS VALIDATION

25.1. Selection and Verification of Methods

25.1.1. Green Valley Analytics shall use appropriate methods and procedures for all laboratory activities and, where appropriate, for evaluation of the measurement uncertainty as well as statistical techniques for analysis of data.

25.1.2. All methods, procedures and supporting documentation, such as instructions, standards, manuals, and reference data relevant to Green Valley Analytics activities, shall be kept up to date and shall be made readily available to personnel. Green Valley Analytics shall ensure that it uses the latest valid version of a method unless it is not appropriate or possible to do so. When necessary, the application of the method shall be supplemented with additional details to ensure consistent application.

25.1.3. When the CCC or customer does not specify the method to be used, Green Valley Analytics shall select an appropriate method and inform the customer of the method chosen. Methods published either in international or national standards, or by reputable technical organizations, or as specified by the manufacturer of the equipment, are recommended. Laboratory developed or modified methods can also be used.

25.1.4. Green Valley Analytics shall verify that it can properly perform any laboratory developed methods before introducing them by ensuring that it can achieve the required performance. Records of the verification shall be retained. If the method is revised, verification shall be repeated to the extent necessary. An annual review of our work instructions is done to provide for a continuous verification of our testing methods.

25.1.5. When method development is required, this shall be a planned activity and shall be assigned to competent personnel equipped with adequate resources. As method development proceeds, periodic review shall be carried out to confirm that the needs of the customer are still being fulfilled. Any modifications to the development plan shall be approved and authorized.

25.1.6. Deviations from methods for all laboratory activities shall occur only if the deviation has been documented, technically justified, authorized, and accepted by the customer.

25.2. General Assay Development and Methods Validation

25.2.1. Green Valley Analytics uses appropriate assay methods (testing procedures) for all assays within its scope. These include sampling, handling, transport, storage, and preparation of samples to be tested, and, where appropriate, an estimation of the measurement uncertainty as well as statistical techniques for analysis of assay data. Green Valley Analytics has instructions on the use and operation of all relevant equipment, and on the handling and preparation of samples for testing where the absence of such instructions could jeopardize the results of assays. All instructions, standards, manuals, and reference data relevant to the work of Green Valley Analytics is kept up to date and is made readily available to personnel in the Document Control System. Deviation from assay methods occur only if the deviation has been documented, technically justified, and authorized. Refer to Q-008 Non-Conformance and Deviation Management.

25.2.2. Green Valley Analytics shall validate or verify any non-standard methods, laboratory developed methods and standard methods used outside their intended scope or otherwise modified. The validation or verification shall be as extensive as is necessary to meet the needs of the given application or field of application.

25.2.3. Methods validation will include, where applicable:

- 25.2.3.1. An evaluation of bias and precision using reference standards or reference materials.
- 25.2.3.2. A systematic assessment of the factors influencing the result.
- 25.2.3.3. Testing method robustness through variation of controlled parameters, such as incubator temperature, and volume dispensed.
- 25.2.3.4. Comparison of results achieved with other validated or verified methods.
- 25.2.3.5. Inter-laboratory comparisons.
- 25.2.3.6. Evaluation of measurement uncertainty of the results based on an understanding of the theoretical principles of the method and practical experience of the performance of the sampling or test method.

25.2.4. Green Valley Analytics maintains detailed procedures for the tests performed. Internal and external procedure i.e SOPs and Work Instruction procedures are controlled documents, which are approved for use by the Quality Assurance Officer and the Department Director.

25.2.5. Testing procedures are maintained which detail the sample testing. Testing procedures describe the particulars of the various maintenance and test routines required to meet industry and customer specifications. They also describe required sampling methods, handling, and preparation of items under calibration.

25.2.6. Test procedures are used to ensure consistency of the measurement process when performed at different times by different operators. Each procedure is structured to provide:

- 25.2.6.1. Clear unambiguous instructions.
- 25.2.6.2. Unique document identification number.
- 25.2.6.3. Date of latest revision.
- 25.2.6.4. Data detailing reproducibility of measurements and significant figures to be recorded.
- 25.2.6.5. Identification of any limitations to the test results.

25.2.7. These procedures are based on industry specifications and do not require validation.

25.2.8. They shall be verified by the Department Director as being current on an annual basis. If a new laboratory developed procedure is needed, or a significant change is made to an existing procedure the validation of the methods, including the uncertainty of measure shall be documented and performed.

25.2.9. When changes are made to a validated method, the influence of such changes shall be determined and where they are found to affect the original validation, a new method validation shall be performed.

25.2.10. The performance characteristics of validated methods as assessed for the intended use, shall be relevant to the customers' needs and consistent with specified requirements.

25.2.11. Green Valley Analytics shall retain the following records of validation:

25.2.11.1. The validation procedure used.

25.2.11.2. Specification of the requirements.

25.2.11.3. Determination of the performance characteristics of the method.

25.2.11.4. Results obtained.

25.2.11.5. A statement on the validity of the method, detailing its fitness for the intended use.

25.3. **Selection of Methods**

25.3.1. Green Valley Analytics uses assay methods which meet the needs of the customer and which are appropriate for the assay it undertakes. Green Valley Analytics uses Laboratory Procedures for all assays performed. Documented assay procedures are essential to ensure consistency and to reduce reliance on the technician's memory. Laboratory Procedures will provide instructions to enable technicians to adequately execute assays, each test characteristic or measurement parameter of interest. Assay procedures are available on Green Valley Analytics' Document Management System.

25.3.2. In some instances, a client may request that a new method be developed to test a sample. In such cases, staff will develop an assay appropriate to meet client specifications.

25.3.2.1. Where client specifications do not comply with state, federal, and local regulations the client will be informed. Certificates of Analysis can only be developed against approved regulations.

25.3.2.2. The range and accuracy of the values obtainable from validated methods (e.g. the uncertainty of the results, detection limit, selectivity of the method, linearity, limit of repeatability and/or reproducibility, robustness against external influences and/or cross-sensitivity against interference from the matrix of the sample/test object), as assessed for the intended use, is relevant to the assay requirements.

25.4. **Estimation of Uncertainty of Measurement**

25.4.1. Green Valley Analytics has and applies SOP Evaluation of Measurement Uncertainty for determining measurement uncertainty, assay adequacy, and analysis of assay data for all assays.

25.4.2. Green Valley Analytics applies a procedure for estimating uncertainty of measurement. Green Valley Analytics attempts to identify all the components of uncertainty and make a reasonable estimation and ensures that the form of reporting of the result does not give a wrong impression of the uncertainty. Reasonable estimation is based on knowledge of the performance of the method and on the measurement scope and makes use of, for example, previous experience and validation data.

25.4.3. When estimating the uncertainty of measurement, all uncertainty components that are of importance in the given situation are considered using appropriate methods of analysis.

25.5. **Control of Data**

25.5.1. Calculations and data transfers are subject to quality assurance checks in a systematic manner.

25.5.2. When computers or automated equipment are used for the acquisition, processing, recording, reporting, storage or retrieval of calibration data, Green Valley Analytics ensures that:

25.5.2.1. Computer software developed by the user is documented in sufficient detail and is suitably validated as being adequate for use.

25.5.2.2. Q-006 Control of Electronic Calibration Data is established and implemented for protecting the data; this procedure includes, but is not limited to, integrity and

confidentiality of data entry or collection data storage, data transmission and data processing.

25.5.2.3. Computers and automated equipment are maintained to ensure proper functioning and are provided with the environmental and operating conditions necessary to maintain the integrity of calibration data.

26. SAMPLING

26.1. T-002 Sample Collection Protocol, outlines policies and procedures for collecting client samples at Green Valley Analytics. These procedures were drawn from the Commonwealth of Massachusetts CCC and ANSI/ASQC.

26.2. The objective of a sampling procedure is to ensure the proper collection, clear labeling, proper preservation, careful transportation, and storage of samples by trained personnel for laboratory analyses. Collection of the sample is critical as it must be truly representative of the material being analyzed or the results will not be meaningful. A minimum sample volume of 0.5% of the batch mass of usable cannabis is required by CCC to achieve a representative sample for analysis. For concentrates, extracts, and medical cannabis infused product, the sample volume will be determined by the size of the lot using the AQL method where samples are drawn from the beginning, middle, and end of a production. In all cases, the amount of sample collected by the laboratory should be large enough and sufficiently homogenized to provide a representative sample of the batch but not in excess to raise issues with possible diversion or waste disposal.

26.3. Samples are transported at ambient temperatures. While in process samples are exposed to the temperatures outlined in individual testing SOPs.

26.4. Laboratory personnel will ensure sample integrity by storing the material in such a way that avoids deterioration, and loss or damage during storage, handling, and preparation.

26.5. If special sample handling procedures are provided by clients, Green Valley Analytics personnel shall follow those to ensure sample integrity.

26.6. Individual assay SOPs outline clear, unambiguous instructions for the preparation of samples.

27. SAMPLE HANDLING

27.1. General Sample Handling

27.1.1. Green Valley Analytics shall have provisions for the transportation, receipt, handling, protection, storage, retention, and disposal or return of tested items, including all provisions necessary to protect the integrity of the test item, and to protect the interests of Green Valley Analytics and the customer. Precautions shall be taken to avoid deterioration, contamination, loss, or damage to the item during handling, transporting, storing/waiting, and preparation for testing. Handling instructions provided with the item shall be followed.

27.1.2. As part of the procedure for checking-in samples, the sample intake technician shall conduct a visual inspection of each sample. During the inspection of plant material, the technician shall ensure the material is only the leaves and flowers of the female plant. Additionally, the technician shall ensure the material is well cured and free of seeds and stems, free of dirt, debris, and foreign matter. They shall also check for the presence of mold, fungus, and bacteria contamination.

27.1.3. All sample materials are handled on food-grade stainless steel tables in the secure sample intake room.

27.1.4. All Laboratory Agents handling marijuana shall maintain adequate personal cleanliness and was hands appropriately in the designated sink and hand sanitizing areas in the facility.

27.1.5. The laboratory area is equipped with several handwashing stations. These stations are equipped with hot and cold water, soap, and paper towels.

27.1.6. All Laboratory Agents directly handling marijuana materials shall conform to personal sanitary practices. This includes but is not limited to reasonable bodily cleanliness, clean clothes in good condition with no rips or tears. Agents with longer hair must be pulled back and away from the face. Closed-toe shoes shall always be worn inside the lab area. No loose or flowing clothing shall be worn in the lab.

27.1.7. All Laboratory Agents shall wear appropriate personal protective equipment. Nitrile gloves, lab coat, and lab glasses are required while in the laboratory area and handling marijuana material. Additional PPE is required for specific activities including handling of cryogenic material, strong acids, and biological material.

27.1.8. Additionally, housekeeping procedures shall ensure clean and disease-free working environments required for food handling workers as outlined in 105 CMR 300.00.

27.2. **Samples Transportation and Storage**

27.2.1. T-001 Sample Transport Protocol outlines policies and procedure for the transport of testing samples between client sites and Green Valley Analytics.

27.2.2. Green Valley Analytics personnel handles testing equipment with all precautions required by the Quality Manual and calibrated equipment manuals.

27.2.3. Most of the calibration equipment (ie traceable weights and balances) are used for sample collection and are kept in segregated areas. Green Valley Analytics may maintain extra replacements for equipment when it is damaged or when it is sent out for calibration, etc.

27.2.4. When Green Valley Analytics sends its equipment for calibration, repair, or for some other reason out of the Green Valley Analytics facility, the equipment shall be properly packed by Green Valley Analytics personnel, who are responsible for safe transportation of the equipment.

27.2.5. Green Valley Analytics utilizes the METRC system and an internal inventory management system for the unambiguous identification of test items. The identification shall be retained while the item is under the responsibility of Green Valley Analytics. The system shall ensure that items will not be confused physically or when referred to in records or other documents. The system shall, if appropriate, accommodate a sub-division of an item or groups of items and the transfer of items.

28. GREEN WASTE MANAGEMENT

28.1. Policies and Procedures for the proper disposal of hemp and cannabis samples tested at Green Valley Analytics are outlined in S-003 Green Waste Management Program. This procedure follows regulation set forth by the CCC in 935 CMR 500.105(12): Waste Disposal, Effective Date January 8, 2021.

28.2. The policies and procedures outlined in this document are to ensure the proper disposal of controlled substances.

29. TECHNICAL RECORDS

29.1. Green Valley Analytics shall ensure that technical records for each laboratory activity contain the results, report and sufficient information to facilitate, if possible, identification of factors affecting the measurement result and its associated measurement uncertainty and enable the repetition of the activity under conditions as close as possible to the original. The technical records shall include the date and the identity of personnel responsible for each laboratory activity and for checking data and results. Original observations, data and calculations shall be recorded at the time they are made and shall be identifiable with the specific task.

30. DOCUMENT CONTROL

30.1. **General Document Control Procedure**

30.1.1. A-001 Preparation and Control of SOPs, Forms, and Documents outlines Green Valley Analytics' document control policies and procedures.

30.1.2. The generation, and revision of Standard Operating Procedures (SOPs), forms and other controlled documents within Green Valley Analytics' quality system are initiated and tracked within Policy Tech, Green Valley Analytics' electronic document control system.

30.1.3. New documents are assigned document ID's by Quality Assurance following the completion and approval of form A-001.1 New Document and Revision Request Form.

30.1.4. Revision versions and effective dates of SOPs and forms are recorded in A-001.2 Document Master List.

30.1.5. SOPs and Forms are reviewed annually.

30.2. **Document Approval and Issuance**

30.2.1. Green Valley Analytics' document control system ensures that:

30.2.1.1. Authorized documents are available on the computer network to all employees where operations essential to the effective functioning of Green Valley Analytics are performed.

30.2.1.2. Documents are reviewed and revised to ensure continuing adequacy, suitability, and compliance with applicable requirements.

30.2.1.3. Invalid or obsolete documents are promptly removed from all points of issue or use, or otherwise assured against unintended use.

30.2.1.4. Obsolete documents retained for either legal or knowledge preservation purposes are suitably marked and archived.

30.2.2. All quality system documents generated by Green Valley Analytics are uniquely identified with a revision number, the date of issue and/or revision, title, page number, and the issuing authority.

30.2.3. All quality system documents generated by Green Valley Analytics are reviewed at least annually. Proof of review is evidenced in the document control system.

30.3. **New Documents**

30.3.1. To initiate the creation of a new SOP, form or document an author must complete form A-001.1 New Document and Revision Request Form.

30.3.1.1. This form is submitted to Quality Assurance for review and approval.

30.3.1.2. If approved Quality Assurance will assign the new SOP, form, or document a Green Valley Analytics document ID.

30.3.1.3. SOPs are assigned document IDs in the following manner:

30.3.1.3.1. A-000 Series – Administrative SOPs and Forms

30.3.1.3.2. B-000 Series – Business Related (including HR, Sales and Contractors) SOPs and Forms

30.3.1.3.3. E-000 Series – Equipment SOPs and Forms

30.3.1.3.4. F-000 Series – Facilities SOPs and Forms

30.3.1.3.5. L-000 Series – Laboratory Procedures SOPs and Forms

30.3.1.3.6. Q-000 Series – Quality Assurance SOPs and Forms

30.3.1.3.7. S-000 Series – Security SOPs and Forms

30.3.1.3.8. T-000 Series – Transport SOPs and Forms

30.3.2. Relevant personnel will be trained with on new documents.

30.4. **Document Revisions**

30.4.1. Document revisions are initiated utilizing A-001.1 New Document and Revision Request Form.

30.4.2. Revisions to documents are clearly outlined in the document's revision history.

30.4.3. Following review and approval of changes to existing documents a new revision number is assigned, and the old document is made obsolete and archived within Green Valley Analytics' Document Control System.

30.4.4. All obsolete copies of a document that exist as hard copies are removed and replaced with the new document versions.

30.4.5. Relevant personnel are trained on the document revisions.

30.5. **Revision History and Records Keeping**

30.5.1. All documents have their revision history clearly noted within Green Valley Analytics' electronic document management system.

30.5.2. This revision history provides the documents revision number, information about what revisions were made, and the issuance date.

30.6. **New and Revised Document Training**

30.6.1. Relevant personnel are trained on all new and revised documents. This training is recorded within Green Valley Analytics' Document Management System.

30.7. **Prevention of Unauthorized Access to Documents Stored Electronically**

30.7.1. Green Valley Analytics has multi-functional software, which includes testing and administration of testing processes. Green Valley Analytics' software is password protected and restricted only to Green Valley Analytics personnel. If a discrepancy is noted in electronic data, laboratory personnel shall contact the Laboratory Manager.

30.8. **Information Required for the Retention of Technical Records**

30.8.1. A-003 Documents and Records Retention Policy outlines policies and procedures for the retention of technical records and other documents.

30.8.2. Green Valley Analytics keeps a copy of each test report or product certificate of analysis issued as well as other quality records for a defined period. For the test reports and product certificates issued by the laboratory this period is not less than 5 years. The laboratory's policy is to enable the test to be repeated under conditions as close as possible to the original, to identify factors affecting the uncertainty of measurements or calibration, and to establish an audit trail, Green Valley Analytics requires that its staff include the following information together with the test/calibration records:

30.8.2.1. Identification of personnel responsible for performance of each test and checking of the results.

30.8.2.2. Environmental conditions, where applicable.

30.8.2.3. Information about the test/calibration method and specification requirements.

30.8.2.4. Standards used for the test.

30.8.3. Green Valley Analytics shall ensure that amendments to technical records can be tracked to previous versions or to original observations. Both the original and amended data and files shall be kept, including the date of alteration, an indication of the altered aspects and the personnel responsible for the alterations.

31. CONTROL OF RECORDS

31.1. **General**

31.1.1. Green Valley Analytics has established and maintain A-003 Documents and Records Retention Policy procedure for the identification, collection, indexing, access, filing, storage, maintenance, and disposal of quality and technical records. Quality records include reports from internal audits and management reviews as well as records of corrective and preventive actions.

31.1.2. All records are legible and are stored and retained in such a way that they are readily retrievable in facilities that provide a suitable environment that prevents damaged or deterioration and prevents loss when the records are not electronic. Retention times of records have been established. Where agreed to by contract, records are available for evaluation by the customer or the customer representative.

31.1.3. All records are held secure and in confidence.

31.1.4. Green Valley Analytics protects, and backs-up records stored electronically and has security systems to prevent unauthorized access to or amendment of these records.

31.2. **Technical Records**

31.2.1. Green Valley Analytics retains records of original observations, derived data, and sufficient information to establish an audit trail, calibration records, staff records and a copy of each certificate of analysis issued, for a defined period. The records for each assay contain sufficient information to facilitate, if possible, identification of factors affecting the uncertainty and to enable the assay to be repeated under conditions as close as possible to the original. The records include the identity of personnel responsible for the sampling, performance of each assay and checking of results.

31.2.2. Observations, data, and calculations are recorded at the time they are made and are identifiable to the specific task.

31.2.3. When mistakes occur in records, each mistake is crossed out, not erased, made illegible or deleted, and the correct value entered alongside. All such alterations to records are signed or initialed by the person making the correction. In the case of records stored electronically, equivalent measures are taken to avoid loss or change of original data.

32. EVALUATION OF MEASUREMENT UNCERTAINTY

32.1. **General Procedure for Evaluation of Measurement Uncertainty**

32.1.1. L-003 Evaluation of Measurement Uncertainty establishes policies and procedures for the evaluation of measurement uncertainty at Green Valley Analytics.

32.1.2. Green Valley Analytics shall identify the contributions to measurement uncertainty. When evaluating measurement uncertainty, all contributions which are of significance, including those arising from sampling shall be considered using appropriate methods of analysis.

32.1.3. Green Valley Analytics policy is to enable the test to be repeated under conditions as close as possible to the original, to identify factors affecting the uncertainty of measurements, and to establish an audit trail.

32.2. **Estimation of Uncertainty Method**

32.2.1. Random measurement uncertainty values are determined and controlled by our calibration subcontractors. These factors are considered and described in the relevant procedures. The cumulative effect of uncertainties of each successive stage of the testing process are considered. Possible sources of uncertainty are:

32.2.1.1. Random variability of the measurement process.

32.2.1.2. Uncertainties in standards and calibrated instruments.

32.2.1.3. Environmental factors, such as variations in temperature, relative humidity, and atmospheric pressure.

32.2.1.4. Time dependent instabilities due to drift in standards or apparatus.

32.2.1.5. Laboratory practices including handling techniques.

32.2.2. All subcontracted accredited calibrations shall include a MU measure for the calibration process. The estimated uncertainty for a calibration method shall be documented on the Calibration Certification.

32.2.3. When estimating the uncertainty of measurement, all uncertainty components, which are of importance in the given situation, shall be considered. When performing tests, Green Valley Analytics shall evaluate the overall components of potential measurement uncertainty. This shall be done with a cause “fishbone” diagram.

32.2.4. Green Valley Analytics evaluate measurement uncertainty reported on each calibration certificate. Where the test method precludes rigorous evaluation of measurement uncertainty, an estimation shall be made based on an understanding of the theoretical principles or practical experience of the performance of the method.

33. ENSURING VALIDITY OF RESULTS

33.1. Green Valley Analytics shall have a procedure for monitoring the validity of results. The resulting data shall be recorded in such a way that trends are detectable and, where practicable, statistical techniques shall be applied to review the results. This monitoring shall be planned and reviewed and shall include, where appropriate, but not be limited to:

33.1.1. Use of reference materials or quality control material.

33.1.2. Reference materials shall have a suitable certificate describing its shelf life, traceability, and application, where required. Certain consumable materials are used during the performance of a test within the laboratory. The procurement and storage of these materials shall be controlled. Expiration dates, where required shall be documented. Specific handling precautions are stated in the appropriate calibration procedure.

33.1.3. Use of alternative instrumentation that has been calibrated to provide traceable results.

33.1.4. Functional check(s) of measuring and testing equipment.

33.1.5. Use of check or working standards with control charts, where applicable.

33.1.6. Intermediate checks on measuring equipment.

33.1.7. Replicate tests or calibrations using the same or different methods.

33.1.8. Retesting or recalibration of retained items.

33.1.9. Correlation of results for different characteristics of an item.

33.1.10. Review of reported results.

33.1.11. Intra-laboratory comparisons which are performed annually as part of our proficiency test process.

34. PROFICIENCY TESTING

34.1. L-007 Proficiency Testing Procedure at Green Valley Analytics.

34.2. Green Valley Analytics shall participate in a suitable program of interlaboratory comparisons where possible.

34.3. Green Valley Analytics shall coordinate a process of testing validation including participation in a suitable program of external proficiency testing. The Technical Lead and Management shall coordinate review data of each lab comparison.

34.4. Laboratory operations may receive test samples from any compliant operation or compliant individual or may be contracted to collect test samples on behalf of those entities.

34.5. Upon receipt of the test or calibration item, abnormalities, or departures from normal or specified conditions, as described in the test or calibration method, shall be recorded.

34.6. Green Valley Analytics shall monitor its performance by comparison with results of other laboratories, where available and appropriate. This monitoring shall be planned and reviewed and shall include, but not be limited to, either or both of the following:

34.6.1. Participation in proficiency testing.

34.6.2. An external proficiency testing process shall be implemented to include:

34.6.2.1. Documented annual plan to cover each area under the scope of our 17025. accreditation.

34.6.2.2. Use of an approved PT provider or 17025 approved laboratories.

34.6.2.3. A quality review of results to include documented corrective action for any failed external PT.

34.7. Participation in inter-laboratory comparisons other than proficiency testing requires that different technicians be selected each year for our external PT.

34.8. Green Valley Analytics shall coordinate a process of testing validation including participation in a suitable program of proficiency testing. The Laboratory Director shall coordinate review data of each lab comparison.

34.9. Data from monitoring activities shall be analyzed, used to control and, if applicable, improve Green Valley Analytics activities. If the results of the analysis of data from monitoring activities are found to be outside pre-defined criteria, appropriate action shall be taken to prevent incorrect results from being reported.

34.10. The test methods used within the intended scope of accreditation shall be validated, i.e. it shall be proved that they conform to the appropriate requirements. During validation of the testing methods Green Valley Analytics shall check if the method / procedure meets all the needs of the given application. The results shall be evaluated to determine if the process is fit for the intended use. An external proficiency validation report shall be developed pursued, including consideration of all applicable reference standards and materials.

35. RESULTS REPORTING

35.1. **Reporting:**

35.1.1. L-010 Results Reporting outlines policies and procedures for the reporting of testing results.

35.1.2. Green Valley Analytics' Laboratory Management System, links our sample testing platforms and Confident Cannabis our results reporting system.

35.1.3. Instruments generate data against validated parameters that are directly reported to Confident Cannabis. Pass/Fail criteria are set within the system.

35.1.4. Results auto generate onto our Certificate of Analysis within LIMS. These results in addition to the sample testing Batch Record are reviewed by the Analyst and Laboratory Manager or Technical Lead prior to first approval. Quality Assurance and/or the Laboratory Director provides a second approval and properly archives the Batch Records.

35.1.5. If all Work Instructions are completed, and data is accurately reported the Certificate of Analysis for that sample is released.

35.1.6. All testing platforms require individual login IDs and passwords tracking the testing operator.

35.1.7. Work instructions capture specific assay performance instructions, and data relevant to the performance of the assay.

35.1.8. Controls within the LIMS limits those who can review, approve, and amend assay results and release Certificates of Analysis.

35.2. **Work Instructions, Data Capture, and Batch Records:**

35.2.1. The performance of any sample testing is captured in that sample's testing Batch Record which is created by the analyst.

35.2.2. Each Batch Record contains the SOP number designed for each specific assay, the identity of the operator, sample(s) tested, and all relevant information for the performance of the testing including, but not limited to, a tuning file, observation comments, and the lot numbers of solvents and standards.

35.2.3. After the completion of a Batch Record, the Laboratory Manager and Technical Lead will review the Batch Record and ensure that all appropriate information was captured and that the record was completely and accurately completed.

35.2.4. The results will be captured in the Batch Record and in the data reporting system which links directly to all our instruments. The Laboratory Director and/or Quality Assurance will review the results, and if approved, release the Certificate of Analysis generated.

35.3. **Certificate of Analysis:**

35.3.1. The Certificate of Analysis is auto generated by the link between Green Valley Analytics' testing platforms and the LIMS.

35.3.2. Certificate of Analysis shall, where necessary for the interpretation of the test results, include the following:

35.3.2.1. Information on specific test conditions, such as a statement of accuracy for cannabinoids.
35.3.2.2. Where relevant, a statement of conformity with requirements or specifications.
35.3.2.3. Other information which may be required by specific methods, authorities, customers, or groups of customers.
35.3.2.4. Where the laboratory is responsible for the sampling activity, test reports shall meet the requirements listed in Reports Sampling, where necessary for the interpretation of test results.

35.4. **Report Sampling – Specific Requirements**

35.4.1. Where Green Valley Analytics is responsible for the sampling activity, in addition to the requirements listed in Certificate of Analysis, reports shall include the following, where necessary for the interpretation of results:
35.4.1.1. The date of sampling.
35.4.1.2. Unique identification of the item or material sampled (including the name of the manufacturer, the model or type of designation and serial numbers as appropriate).
35.4.1.3. The location of sampling, including any diagrams, sketches, or photographs.
35.4.1.4. A reference to the sampling plan and sampling method.
35.4.1.5. Details of any environmental conditions during sampling that affect the interpretation of the test results.

35.5. **Reporting Statements of Conformity**

35.5.1. When a statement of conformity to a specification or standard is provided, Green Valley Analytics shall document the decision rule employed, taking into account the level of risk (such as false accept and false reject and statistical assumptions) associated with the decision rule employed and apply the decision rule.
35.5.2. Presently all tests are documented on the report where a judgment as to meeting specifications is reported (pass/fail) or with a specified value in accordance with CCC regulation.
35.5.3. Green Valley Analytics policy is as follow from Quality Manual:
35.5.3.1. Reporting statements of conformity - When a statement of conformity to a specification or standard is provided, Green Valley Analytics shall document the decision rule employed, taking into account the level of risk (such as false accept and false reject and statistical assumptions) associated with the decision rule employed and apply the decision rule.
35.5.4. Subcontractors Calibration of our Standards:
35.5.4.1. The Green Valley Analytics policy is that we communicate with our subcontractors the requirement to determine if their Test Uncertainty Ration (TUR) is less than 4:1. This shall be stated on the Purchase Order. The requirement is the subcontractor needs to include a statement on the certificate identifying the potential for false acceptance. Another option is for Green Valley Analytics, being the customer document our concurrence of "joint responsibility" for the acceptance of their calibration results.
35.5.5. Green Valley Analytics shall proclaim in the statement of conformity:
35.5.5.1. To which results the statement of conformity applies.
35.5.5.2. To which specifications, standards or parts thereof are (or are not) met.
35.5.5.3. The decision rule applied (unless it is inherent in the requested specification or standard).
35.5.5.4. A description of our policy on conformity shall be flowed down to our calibration subcontractors.

35.6. **Reporting Opinions and Interpretations**

35.6.1. When opinions and interpretations are expressed, Green Valley Analytics shall ensure that only personnel authorized for the expression of opinions and interpretations releases the respective statement. Green Valley Analytics shall document the basis upon which the opinions and interpretations have been made.

35.6.2. The opinions and interpretations expressed in reports shall be based on the results obtained from the tested or calibrated item and shall be clearly identified as such.

35.6.3. When opinions and interpretations are directly communicated by dialogue with the customer, a record of the dialogue shall be retained.

35.6.4. Opinions and interpretations may be included in test reports. These opinions or interpretations may comprise of the following:

35.6.4.1. An opinion on the statement of compliance or noncompliance of the results of the measurements.

35.6.4.2. Fulfillment of contractual requirements.

35.6.4.3. Recommendations on how to use the results.

35.6.4.4. Guidance to be used for improvements.

35.6.5. When opinions or interpretation are included in certifications, Green Valley Analytics shall document the basis upon which the opinion and interpretations have been made. Opinions and interpretations shall be clearly marked as such.

36. DATA AND REPORT AMENDMENTS

36.1. Q-004 Data and Report Amendment Procedure outlines policies and procedures for the amendments made to data and reports. This procedure ensures that all data is accurately reported, and reviewed, and that any amendments made are fully traceable.

36.2. All Batch Records, Work Instructions, and Certificate of Analysis are reviewed prior to their release by the Laboratory Manager or Technical Lead.

36.3. If the reviewer identifies an error prior to the release of a report that error will be noted directly within the Batch Record and corrected.

36.4. If an error is identified following the release of a lot, the Q-004.1 Data and Report Amendment Form will be completed, and the Quality Assurance Manager or designee will review and authorize the recommended amendments and inform the client.

37. CUSTOMER COMPLAINTS

37.1. Q-015 Customer Complaint Handling outlines the policies and procedure for the documentation, and resolution of complaints received from customers or other parties. Records are maintained of all complaints via Q-015.1 Customer Complain Report and of the investigations and corrective actions taken by Green Valley Analytics. When the investigation of a complaint reveals any deficiency in the quality system or any deficiency that could affect the quality of an assay, it is corrected as soon as possible.

38. CONTROL OF NON-CONFORMANCES

38.1. Q-008 Non-Conformance & Deviation Management is implemented when any aspect of an assay, or the results of this work, do not conform to its own procedures or the agreed requirements of the customer. This policy and procedure ensure:

38.1.1. The responsibilities and authorities for the management of nonconforming work are designated and actions (including halting of work and withholding of lot release certificates of analysis, as necessary) are defined and taken when nonconforming work is identified.

38.1.2. An evaluation of the significance of the nonconforming work is made.

38.1.3. Corrective actions are taken immediately, together with any decision about the acceptability of the nonconforming work.

38.1.4. Where necessary, the customer is notified, and work is recalled.

38.1.5. The responsibility for authorizing the resumption of work is defined.

38.2. Where the evaluation indicates that the nonconforming work could recur or that there is doubt about the compliance of Green Valley Analytics' operations with its own policies and procedures, the corrective action procedures Q-009 Corrective and Preventative Measures are promptly followed.

39. CORRECTIVE ACTION

39.1. **General**

39.1.1. Green Valley Analytics has established Q-009 Corrective and Preventative Measures procedure and has designated appropriate authorities for implementing corrective action when nonconforming work or departures from the policies and procedures in the quality system or technical operations have been identified.

39.2. **Cause Analysis**

39.2.1. The procedure for corrective action starts with an investigation to determine the root cause(s) of the problem.

39.3. **Selection and Implementation of Corrective Actions**

39.3.1. Where corrective action is needed, Green Valley Analytics identifies potential corrective actions. It selects and implements the action(s) most likely to eliminate the problem and to prevent recurrence. Corrective actions are to a degree appropriate to the magnitude and the risk of the problem. Green Valley Analytics documents and implements any required changes resulting from corrective action investigations.

39.4. **Monitoring of Corrective Actions**

39.4.1. Green Valley Analytics monitors the results to ensure that the corrective actions taken have been effective.

39.5. **Additional Audits**

39.5.1. Where the identification of nonconformances or departures casts doubts on Green Valley Analytics' compliance with its own policies and procedures, or on its compliance with ISO 17025, federal, state, and local regulations, Green Valley Analytics ensures that the appropriate areas of activity are audited as soon as possible.

40. PREVENTATIVE ACTIONS

40.1. Needed improvements and potential sources of nonconformances, either technical or concerning the quality system, are identified. If preventive action is required, action plans are developed, implemented, and monitored to reduce the likelihood of the occurrence of such nonconformances and to take advantage of the opportunities for improvement.

40.2. Q-009 Corrective and Preventative Measures for preventive actions include the initiation of such actions and application of controls to ensure that they are effective.

40.3. Green Valley Analytics monitors certain performance trends. Opportunities for preventive actions are identified by analyzing selected data. A decision to make what degree of preventive action effort is required to prevent occurrence.

41. INTERNAL AUDITS

41.1. Green Valley Analytics periodically, and in accordance with a predetermined Q-003 Internal Audit Procedure conducts internal audits of its activities to verify that its operations continue to comply with the requirements of Green Valley Analytics' quality system, ISO 17025, federal, state, and local regulations. The internal audit program addresses all elements of the quality system including cannabinoid testing activities. It is the responsibility of the Quality Manager to plan and organize audits as required by the schedule and requested by management. Such audits are carried out by trained and qualified personnel who are, wherever resources permit, independent of the activity to be audited.

41.2. When audit findings cast doubt on the effectiveness of the operations or on the correctness or validity of Green Valley Analytics' assay results, Green Valley Analytics takes timely corrective action, and notifies customers in writing if investigations show that results may have been affected.

41.3. The area of activity audited, the audit findings and corrective actions that arise from them are recorded.

41.4. Follow-up audit activities verify, and record implementation and effectiveness of the corrective action taken.

42. EXTERNAL AUDITS

42.1. Green Valley Analytics will comply with all external audits from regulators and clients.

42.2. Documents for external audits will be made readily available.

42.3. Responses to audit findings will be provided in compliance with the external auditors specified response requirement period.

42.4. External audits that result in any major findings may trigger the non-conformance, and/or corrective action procedures.

43. MANAGEMENT SYSTEM DOCUMENTATION

43.1. **Management System Objectives**

43.1.1. Green Valley Analytics management shall establish, document, and maintain policies and objectives for the fulfillment of the purposes of this document and shall ensure that the policies and objectives are acknowledged and implemented at all levels of Green Valley Analytics' organization.

43.1.2. The policies and objectives shall address the competence, impartiality, and consistent operation of Green Valley Analytics.

43.1.3. Green Valley Analytics management shall provide evidence of commitment to the development and implementation of the management system and to continually improving its effectiveness.

43.1.4. All documentation, processes, systems, records, related to the fulfillment of the requirements of this document shall be included in, referenced from, or linked to the management system.

43.1.5. All personnel involved in laboratory activities shall have access to the parts of the management system documentation and related information that are applicable to their responsibilities.

43.2. **Control of Management System Documents**

43.2.1. Green Valley Analytics shall control the documents (internal and external) that relate to the fulfillment of this document.

43.2.2. Green Valley Analytics shall ensure that:

43.2.2.1. Documents are approved for adequacy prior to issue by authorized personnel.

43.2.2.2. Documents are periodically reviewed and updated, as necessary.

43.2.2.3. Changes and the current revision status of documents are identified.

43.2.2.4. Relevant versions of applicable documents are available at points of use and, where necessary, their distribution is controlled.

43.2.2.5. Documents are uniquely identified.

43.2.2.6. The unintended use of obsolete documents is prevented, and suitable identification is applied to them if they are retained for any purpose.

43.2.2.7. Quality System documents generated by Green Valley Analytics shall be uniquely identified. Such identification shall include the date of issue and/or revision identification, and page numbering. Documents shall include the total number of pages or a mark to signify the end of the document, and the issuing authority.

43.2.2.8. Test reports and Certificates of Analysis, which require changing, shall be re-issued, and a new report generated and approved. Changes made to data sheets are controlled. No white out is allowed - a single slash through original entry is preferred, along with initials and date.

43.2.2.9. Control is maintained of all documentation and data retained on software within Green Valley Analytics. Changes are made only by authorized individuals as described.

43.2.2.10. The Laboratory Director maintains the database from which is generated each Test Report. Access to these databases is limited to prevent any inadvertent or unauthorized changes.

43.2.3. Access List:

43.2.3.1. Test Reports and Data Sheets – Laboratory Director, Quality Assurance Officer, Laboratory Manager, Technical Lead and Laboratory Technicians.

43.2.3.2. Where practicable, the altered or new text shall be identified in the document or the appropriate attachments.

43.2.3.3. No handwritten amendments to documents are allowed at Green Valley Analytics. All changes require the re-issue of the document.

43.2.4. Approval Authority:

43.2.4.1. The Laboratory Director is authorized to approve the Quality Policy, Quality Manual, and Internal Quality Audits. Original documents and changes to these documents shall be reviewed and approved by the Laboratory Director and Quality Assurance Manager prior to electronic distribution. The current version of these documents is maintained in the computer database, which is limited to personnel only.

43.3. **Control of Records**

43.3.1. Green Valley Analytics shall establish and retain legible records to demonstrate fulfillment of the requirements in this document.

43.3.2. Green Valley Analytics shall implement the controls needed for the identification, storage, protection, back-up, archive, retrieval, retention time, and disposal of its records. Green Valley Analytics shall retain records for a period consistent with its contractual obligations. Access to these records shall be consistent with the confidentiality commitments and records shall be readily available.

43.3.3. This procedure describes which documentation within Green Valley Analytics is considered Quality Records. All Quality Records shall be collected, maintained, and dispositioned as outlined herein. Quality Records are those records that demonstrate achievement of the required service quality and the effective operation of the Quality System.

43.3.4. The Quality Assurance Manager is responsible for the identification and maintenance of Quality System implementation records and testing records. All employees who generate or verify Quality Records shall ensure they are legible and sent to the proper location for storage.

43.3.5. Files containing Quality Records shall be indexed and maintained in a manner that allows them to be legible and readily retrievable. A suitable location for Quality Records shall be established to prevent damage or loss.

43.3.6. Quality Records shall be maintained for a minimum of five years. These records shall be available for customer evaluation upon request. After five years records may be shredded or retained for future reference. The Laboratory Director shall make this determination.

43.3.7. Security of Records Storing:

43.3.7.1. Any hard copies of records are kept at Green Valley Analytics, where access is restricted to employees only. Each Test Report and corresponding data has unique identification.

43.3.7.2. Prevention of unauthorized access to the records stored electronically.

43.3.7.3. Green Valley Analytics has multi-functional software, which includes test data and formulas. Green Valley Analytics software is restricted only to company personnel. If a discrepancy is noted in electronic data, personnel shall contact the Laboratory Director.

43.3.8. Necessary Information Required to be Retained in the Technical Records:

43.3.8.1. Green Valley Analytics keeps a copy of each test report issued as well as other quality records for a minimum of 5 years.

43.3.8.2. Green Valley Analytics policy is to enable the test to be repeated under conditions as close as possible to the original, to identify factors affecting the uncertainty of measurements, and to establish an audit trail. Green Valley Analytics personnel shall ensure that the following information is contained with the testing records:

43.3.8.2.1. Identification of personnel responsible for the performance of the test and checking the results.

43.3.8.2.2. Environmental conditions.

43.3.8.2.3. Information about the calibration method and specifications followed.

43.3.8.2.4. Standards used for the test.

43.3.8.2.5. How observation, data and calculation are recorded.

43.3.9. Whenever any test procedures are performed, observations, calculations, and data are recorded at the time they were made. On all data recording as a minimum there shall be information about the date, the type of test, and the name of personnel who performed the observations. Records shall be kept, and data provided to the customer depending on the customer's requirements. Green Valley Analytics SOP procedures describe data recording and reporting of the results. These procedures shall ensure confidentiality and integrity of data obtained in the field and on site.

43.4. **Actions to Address Risks and Opportunities**

43.4.1. Green Valley Analytics shall consider the risks and opportunities associated with Green Valley Analytics activities to:

43.4.1.1. Give assurance that the management system achieves its intended results.

43.4.1.2. Enhance opportunities to achieve the purpose and objectives of Green Valley Analytics.

43.4.1.3. Prevent, or reduce, undesired impacts and potential failures in Green Valley Analytics activities.

43.4.1.4. Achieve improvement.

43.4.2. Green Valley Analytics shall plan:

43.4.2.1. Actions to address these risks and opportunities.

43.4.2.2. Green Valley Analytics shall describe the lab's risks and opportunities during our Annual Management Review meeting.

43.4.2.3. Green Valley Analytics shall integrate and implement the actions into its management system; — evaluate the effectiveness of these actions. Documented during Management Review:

43.4.2.4. Actions taken to address risks and opportunities shall be proportional to the potential impact on the validity of laboratory results.

43.4.3. In addition to Management Review, risks shall be identified during each customer contract review. A stamp is used to document any unacceptable risks. If identified tie risk shall be mitigated to reduce the risk to an acceptable level prior to contract review completion.

43.5. **Improvement**

43.5.1. Green Valley Analytics shall identify and select opportunities for improvement and implement any necessary actions.

43.5.2. Continuous improvement of the Quality System shall be strived for at Green Valley Analytics. Quality objectives shall be established and performance reviewed versus stated objectives. Specific continuous improvement activities shall be summarized during management review.

43.5.3. Green Valley Analytics shall seek feedback, both positive and negative, from its customers and its lab employees. The feedback shall be analyzed and used to improve the management system, laboratory activities and customer service.

43.5.4. A Customer Satisfaction Survey shall be sent to customers at least annually to determine their levels of customer satisfaction. The received surveys shall be reviewed by Green Valley Analytics to determine both the positive and any negative feedback we receive, and to take appropriate actions to resolve any negative findings.

43.6. **Complaints**

43.6.1. Our policy for handling complaints is to solve the causes of nonconformances and other complaints and prevent their recurrence.

43.6.2. All customer returns and customer complaints are documented with a Green Valley Analytics Customer Complaint form. The form shall describe the customer's complaint and Green Valley Analytics' analysis and/or confirmation of the failure. The Quality Assurance Officer shall decide as to the specific corrective action to be taken. The Quality Assurance Manager shall evaluate trends of complaints for opportunities to initiate corrective or preventive actions.

43.7. **Non-Conformity**

43.7.1. When a nonconformity occurs, Green Valley Analytics shall:

43.7.1.1. React to the nonconformity and, as applicable:

43.7.1.1.1. Take action to control and correct it.

43.7.1.1.2. Address the consequences.

43.7.1.2. Evaluate the need for action to eliminate the cause(s) of the nonconformity, in order that it does not recur or occur elsewhere, by:

43.7.1.2.1. Reviewing and analyzing the nonconformity.

43.7.1.2.2. Determining the causes of the nonconformity.

43.7.1.2.3. Determining if similar nonconformities exist or could potentially occur.

43.7.1.2.4. Implement any action needed.

43.7.1.2.5. Review the effectiveness of any corrective action taken.

43.7.1.2.6. Update risks and opportunities determined during planning, if necessary.

43.7.1.2.7. Make changes to the management system, if necessary.

43.8. **Corrective Action**

43.8.1. Our Corrective Action Policy is to solve the causes of nonconformances and prevent recurrence.

43.8.2. The purpose of this procedure is to describe the activities at Green Valley Analytics involving the investigation into causes of nonconforming services. The Corrective Action program provides for the analysis of nonconformances within any function that affects service quality. The goal of the program is to solve the causes of nonconforming material and prevent recurrence.

43.8.3. <u>Responsibility</u>:

43.8.3.1. The Quality Assurance Manager and Laboratory Director are responsible for the coordination of the corrective action program. Green Valley Analytics management personnel are responsible for providing the necessary resources, actions, or instructions needed to complete action items resulting from the investigation into nonconforming services.

43.8.4. Procedure:

43.8.4.1. The following paragraphs describe the disciplined approach to problem solving and corrective action being used at Green Valley Analytics.

43.8.4.2. The following types of data shall be reviewed for root cause and trends of nonconformances, which may require investigation:

43.8.4.2.1. Subcontractor data.

43.8.4.2.2. Testing nonconformances, customer complaints.

43.8.4.2.3. Internal processing errors.

43.8.4.2.4. Internal audit results.

43.9. **Selection and Implementation of Corrective Actions**

43.9.1. Corrective action taken shall be documented for occurrences involving nonconforming services and Quality System implementation failures. The Technical Lead shall investigate the causes of nonconforming products reported from customers. Records of corrective action activities shall be maintained. These records should include follow up activities, which ensure that corrective action steps were effective. The impact shall be considered when a nonconformance found affects similar processes or equipment.

43.9.2. When a customer provides their own format for corrective action documentation, Green Valley Analytics personnel shall document each action on the customer prescribed form. Significant or repeating nonconformances due to failure at a subcontractor shall be documented along with any actions taken to prevent recurrence of the problem. Descriptions of nonconformances are documented on a Corrective Action Report. The Quality Assurance Manager and Laboratory Director shall maintain records of subcontractor performance and corrective actions taken. Subcontractor Quality Records shall be maintained to ensure results are being tracked and those corrective actions taken where appropriate.

43.9.3. Internal failures due to equipment failure, inadequate specifications, failure to follow procedures, or inadequate work instructions shall be investigated to determine the need for corrective action. Internal failures are documented on a Corrective Action Report. Internal Quality Audit failures are documented on an Internal Corrective Action Form. Re-training of personnel when correcting process deficiencies shall be recorded.

43.9.4. All customer returns and customer complaints are documented with a Q-015.1 Complaint Form. The form shall describe the customer's complaint and Green Valley Analytics analysis and/or confirmation of the failure. The Laboratory Director shall decide as to the specific corrective action to be taken for any returned equipment.

43.9.5. Corrective actions shall be appropriate to the effects of the nonconformities encountered.

43.9.6. Green Valley Analytics shall retain records as evidence of:

43.9.6.1. The nature of the nonconformities, cause(s) and any subsequent actions taken.

43.9.6.2. The results of any corrective action.

43.10. **Internal Audits**

43.10.1. Green Valley Analytics shall conduct internal audits at planned intervals to provide information on whether the management system:

43.10.1.1. conforms to:

43.10.1.2. Green Valley Analytics' own requirements for its management system, including Green Valley Analytics activities.

43.10.1.3. The requirements of this document being effectively implemented and maintained.

43.10.2. Green Valley Analytics shall:

43.10.2.1. Plan, establish, implement, and maintain an audit program including the frequency, methods, responsibilities, planning requirements and reporting, which shall take into consideration the importance of Green Valley Analytics activities

concerned, changes affecting Green Valley Analytics, and the results of previous audits.

43.10.2.2. Define the audit criteria and scope for each audit.

43.10.2.3. Ensure that the results of the audits are reported to relevant management.

43.10.2.4. Implement appropriate correction and corrective actions without undue delay.

43.10.2.5. Retain records as evidence of the implementation of the audit program and the audit results.

43.11. **Internal Quality Audit Procedure**

43.11.1.Purpose:

43.11.1.1. The purpose of this procedure is to describe the internal quality audit program used at Green Valley Analytics. The audits shall be performed to verify the effectiveness of the Quality System and determine if activities comply with planned arrangements.

43.11.2.Responsibility:

43.11.2.1. The Quality Assurance Officer and Laboratory Director are responsible for the development and implementation of the Internal Audit program. Quality Assurance is responsible for performing each internal audit. The Laboratory Director is responsible for reviewing internal audit records as part of the Management Review process. The continuing suitability and effectiveness of the Quality System shall be systematically reviewed.

43.11.3.Procedure:

43.11.3.1. Each aspect of the Quality System shall be observed as part of a comprehensive internal quality audit program. The frequency of each audit shall be determined based on the importance of the activity. A schedule of planned audits shall be adhered to with each audit area occurring a minimum of once a year.

43.11.3.2. Checklists shall be used to document all audit findings. Checklists shall refer to the Quality Manual or Test Procedure that are applicable to the audit being performed.

43.11.3.3. They are to be used as guidelines to ensure each meaningful aspect of activities are audited. Sampling shall be used when audit subject involves large sums of records or activities. Each annual internal audit shall include a sampling review of test methods under the scope of accreditation. Calendars describing an audit schedule shall be used to track the progress of the internal quality audit process. If a member of the audit staff is performing an audited activity, an auditor not responsible for that work activity shall perform the audit.

43.11.3.4. Prior to performing an audit, the auditor shall review previous audit checklists to assure that previous findings have been resolved or are currently being addressed. The auditor shall also verify the revision level of any controlled documents referenced. Changes to documents noted may require update of the audit checklist. Auditors should work with the Laboratory Director to determine if a revision to a checklist is required.

43.11.3.5. All discrepancies found during the audit shall be documented and communicated to the appropriate personnel. Any on-the-spot corrective action shall be noted on the audit report. Discrepancies which cast doubt on the effectiveness of Green Valley Analytics operations and requiring more extensive corrective action, shall be documented using a Corrective Action Form. Each responsible employee is required to provide corrective action for discrepancies noted on the form. Upon the successful completion or required corrective actions, the auditor shall sign and date the Corrective Action Form at the bottom.

43.11.3.6. Any follow up actions required shall be outlined on the audit report. Any discrepancies, which are found to have affected the validity of a measurement made

on customer material, are evaluated to determine the need for corrective action, or test. When audit findings cast doubt on the effectiveness of the operations or on the correctness or validity of test results, the Laboratory Director or Quality Assurance shall take timely corrective action and shall notify customers in writing if investigations show that the test results may have been affected.

43.12. **Management Review**

43.12.1. Green Valley Analytics management shall review its management system at planned intervals, to ensure its continuing suitability, adequacy and effectiveness, including the stated policies and objectives related to the fulfillment of this document.

43.12.2. The inputs to management review shall be recorded and shall include information related to the following:

- 43.12.2.1. Changes in internal and external issues that are relevant to Green Valley Analytics.
- 43.12.2.2. Fulfillment of objectives.
- 43.12.2.3. Suitability of policies and procedures.
- 43.12.2.4. Status of actions from previous management reviews.
- 43.12.2.5. Outcome of recent internal audits.
- 43.12.2.6. Corrective actions.
- 43.12.2.7. Assessments by external bodies.
- 43.12.2.8. Changes in the volume and type of the work or in the range of laboratory activities.
- 43.12.2.9. Customer and personnel feedback.
- 43.12.2.10. Complaints.
- 43.12.2.11. Effectiveness of any implemented improvements.
- 43.12.2.12. Adequacy of resources.
- 43.12.2.13. Results of risk identification.
- 43.12.2.14. Outcomes of the assurance of the validity of results.
- 43.12.2.15. Other relevant factors, such as monitoring activities and training.

43.12.3. The outputs from the management review shall record all decisions and actions related to at least:

- 43.12.3.1. The effectiveness of the management system and its processes.
- 43.12.3.2. Improvement of Green Valley Analytics activities related to the fulfillment of the requirements of this document.
- 43.12.3.3. Provision of required resources.
- 43.12.3.4. Any need for change.

43.12.4. Once a year, the Quality System is reviewed to ensure the compliance to ISO/IEC 17025 within laboratory operations. Management review is intended to allow management to properly monitor company compliance to Quality System requirements.

43.12.5. The minutes from the Management Review meeting, including meeting agenda and all planned corrective actions shall be documented.

43.12.6. The Management Representative shall be responsible for the ongoing assessment of the Quality System. Each aspect of the system shall be reviewed by management including:

- 43.12.6.1. Internal and external quality results.
- 43.12.6.2. The past adequacy of the Quality System.
- 43.12.6.3. Future changes that need to be made.
- 43.12.6.4. Suitability of policies and procedures.
- 43.12.6.5. Reports from management personnel.
- 43.12.6.6. Review of lab quality Objectives.
- 43.12.6.7. Recommendations for improvement of operations and Quality System.
- 43.12.6.8. Corrective and preventive actions.

43.12.6.9. Results of inter - laboratory comparisons and proficiency testing.
43.12.6.10. Changes in the volume and type of work performed.
43.12.6.11. Client feedback and complaints.
43.12.6.12. Other relevant factors such as quality control activities, resources, and staff training.

43.12.7. The minutes from the management review meeting, including any planned corrective actions, shall be documented. Actions that are planned or initiated because of Management Review meeting shall be recorded. A specific timeframe for implementation of actions planned or initiated shall be established. Senior management shall review results annually to properly monitor company compliance to Quality System requirements and lab accreditation practices.

43.12.8. The minimum attendees for each Management Review meeting are the Department Directors, Executive Personnel, and the Quality Assurance Officer.

44. HUMAN RESOURCES

44.1. B-001 Human Resources Program outlines the Human Resources policies and procedures at Green Valley Analytics.

44.2. Green Valley Analytics is committed to fair employment and adheres to all state, federal and local locals required for the full time, part time or contractual work of all personnel.

44.2.1. HR will:

44.2.1.1. Provide onboarding documentation: paperwork, explanation of benefits, and I-9.
44.2.1.2. Provide offboarding documentation: Termination of personnel in Green Valley Analytics' HR system, cancellation of benefits, COBRA, and exit communication.
44.2.1.3. Maintain all employee records, including any documentation regarding hiring, promoting, and terminating employees.
44.2.1.4. Any communication to employees with regards to their employment with the company (offer letters, etc.).
44.2.1.5. Any employment legal actions including unemployment claims, EEOC claims, etc.
44.2.1.6. Guidance and consultation for employee relations.
44.2.1.7. Investigation for any claims of harassment or discrimination.
44.2.1.8. Benefits: enrollment and compliance.
44.2.1.9. Create and modify policies when applicable and communicating new policies and policy revisions to personnel.

45. SAFETY

45.1. Green Valley Analytics has several SOPs that outline policies and procedures for the maintenance of personnel, facility, and environmental health and safety.

45.2. Green Valley Analytics' general Safety Policy has been developed to reflect and communicate the proactive Safety Program. The company will comply with appropriate safety regulations such as those established by:

45.2.1. The Occupational Safety and Health Act (OSHA)
45.2.2. The EPA (Environmental Protection Agency)
45.2.3. The DOT (Department of Transportation)
45.2.4. All other applicable federal, state, and local safety and health regulations.

45.3. In addition, our corporate safety philosophy includes the following:

45.3.1. We believe that the safety of employees is of utmost importance. Maintenance of safe operation of our facility at all time is of both monetary and human value, with the human value being far greater to the employer, the employee, and the community. The following principles support this philosophy:

45.3.1.1. All injuries and accidents may be preventable through establishment and compliance with safe work procedures.

45.3.1.2. The prevention of bodily injury and safeguarding of employee health are a priority in all workplace actions and are the responsibility of every employee at every level.

45.3.1.3. A written Safety Manual that described safe work practices and procedures to be practiced in all workplace actions is an essential element of the overall workplace Safety Program. All employees at every level are responsible for knowing and following the safety practices described in the Safety Manual.

45.3.1.4. Off the job, all employees should be similarly safe and demonstrate awareness of potential hazards.

45.4. We have developed a Safety Manual. The topics covered in the Safety Manual include the following:

45.4.1. A-010 Safety Plan
45.4.2. A-011 Occupational Health and Safety Program
45.4.3. A-012 Chemical Hygiene Plan
45.4.4. A-012.1 Chemical Inventory
45.4.5. A-013 Hazard Communication Plan
45.4.6. A-014 Accident Reporting and Emergency Response Plan
45.4.7. A-015 Chemical Exposure Control Plan
45.4.8. A-017 Hazardous Waste Contingency Plan
45.4.9. A-018 Environmental Health and Safety Program

46. REFERENCES

46.1. Cannabis Testing Accreditation Program and ISO IEC 17025 Specific Combine Checklist.

46.2. Commonwealth of Massachusetts Cannabis Control Commission (CCC) Quality Assurance Program Plan (QAPP).

47. REVISIONS

Revision	Date	Reason for Change
00		Initial Issue

STANDARD OPERATING PROCEDURES
Title: Laboratory Housekeeping and Cleaning

1. SCOPE

1.1. This SOP establishes the policies and procedure for laboratory housekeeping and cleaning at Green Valley Analytics.

1.2. This procedure is applicable to all laboratory spaces. Keeping the laboratory clean and safe operating space is the responsibility of all personnel.

2. RESPONSIBILITIES

2.1. All personnel are responsible for understanding and following the policies and procedures outlined in this document.

2.2. The Laboratory Manager and Technical Lead is responsible for ensuring that the laboratory remain a clean operating space.

3. DEFINITIONS

3.1. Cleaning and Housekeeping: Routine maintenance, and cleaning of the laboratory spaces that is a part of regular laboratory maintenance.

3.1.1. cleanliness

3.1.2. Regular equipment cleaning

4. EQUIPMENT

4.1. Floor mops

4.2. Custodial buckets and wringers

4.3. Brooms

4.4. Dust pans

4.5. HEPA filtered exhaust vacuum

4.6. Paper towels

4.7. Spill kit

4.8. Non-fiber shedding cloth

4.9. Abrasive/ scrubber sponges

5. MATERIALS

5.1. Bleach (working solution is a minimum of 1:10 dilution)

5.2. 70 % Isopropyl Alcohol (IPA)

5.3. Lysol all-purpose cleaner (or equivalent)

5.4. DNA*Zap*™ Solution (or equivalent)

6. SUPPORTING DOCUMENTS, SOPS, AND FORMS

6.1. L-002.1 Laboratory Housekeeping and Cleaning Log

7. SAFETY AND PRECAUTIONS

7.1. The laboratory will remain a clean and safe operating space.

7.2. Regular cleaning and housekeeping of the laboratory ensures that there is not a buildup of trash or contaminants that would reduce the safety and operating integrity of the laboratory.

8. PROCEDURES

8.1. All laboratory spaces shall be cleaned regularly, and cleaning shall be recorded on L-002.1 Laboratory Housekeeping and Cleaning Log.

8.2. Working laboratory spaces should be kept clean.
8.3. All work surfaces should be cleaned at the end of the day.
8.4. All equipment shall be thoroughly cleaned in accordance with individual equipment SOPs.
8.5. Mobile equipment shall be returned to designated storage locations upon completion of use.
8.6. Floors shall be kept clean and free of tripping hazards.
8.7. Walls and ceilings will be adequately cleaned and kept in good repair.
8.8. Litter and waste shall be removed daily so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
8.9. Chemical containers shall be clean, properly labeled, and returned to storage upon completion of use. All chemical container labels should be clearly visible.
8.10. Flammable liquids must be stored in the flammable liquids closet. Do not store acids above shoulder height or in unprotected metal cabinets.
8.11. Keep water reactive materials away from water sources, such as sprinkler system and sinks.
8.12. Only store the amount of chemicals reasonably needed.
8.13. Replace chemicals that have reached their expiration date.
8.14. Do not store frequently used or heavy items on top shelves.
8.15. Place frequently used supplies close to the work area.
8.16. Shelves should be equipped with doors or lips to prevent items from falling.
8.17. Do not let stored items extend beyond the front of shelves or counter tops. Restrain material stored near aisles, when necessary, to prevent them from falling.
8.18. Always restrain gas cylinders.
8.19. Keep hallways, passageways, and access to emergency exits dry and free of obstruction.
8.20. Store items so they do not block access to the fire extinguishers, safety equipment, and other emergency items such as an eyewash station or safety shower.
8.21. Do not allow combustible material such as paper, cardboard boxes, or pallets to accumulate. Do not place these materials in hallways.
8.22. Materials should not accumulate in laboratory hoods. The safety of the workspace and ventilation is compromised when excessive chemical and equipment are kept in this space.
8.23. Ensure proper collection containers for biohazards, and sharps, are placed near the point of use.
8.24. Ensure that all waste containers are clearly visible and properly labeled.
8.25. All waste should be properly disposed of in the appropriate manner.
8.26. The Laboratory Manager will review the cleaning log, sign off and store the logs in the document control system.

9. REFERENCES

9.1. Biosafety in Microbiological and Biomedical Laboratories (BMBL) U.S. Dept. of Health and Human Services (CDC and NIH).
9.2. Clorox Bleach, EPA Reg. 5813-100, Reference Sheet, The Clorox Company.
9.3. DNA*Zap* Solutions, Catalog Number AM9890, Product Description, Pub. No9890M Rev. D, Life Technologies Corp., 05 Mar 2013.
9.4. Cannabis Testing Accreditation Program and ISO IEC 17025 Specific Combine Checklist.

10. REVISIONS

Revision	Date	Reason for Change
00		Initial Issue

STANDARD OPERATING PROCEDURES
Title: Equipment Maintenance, Calibration, and Cleaning

1. SCOPE

1.1. This SOP established policies and procedures for the routine maintenance, calibration, and cleaning of equipment units at Green Valley Analytics.

1.2. This SOP is applicable to all personnel.

2. RESPONSIBILITIES

2.1. Supervisors are responsible for training technical personnel on this SOP and for ensuring the appropriate work procedure is performed in conformance with this SOP.

2.2. Laboratory personnel are responsible for understanding and following this SOP.

2.3. The Department Manager is responsible for ensuring that all equipment used within the department remains well maintained, and where applicable is appropriately calibrated and validated.

3. DEFINITIONS

3.1. Non-Routine Maintenance, Calibration, and Cleaning: Non-routine maintenance, calibration and cleaning of equipment may result from the following: accident, defect or non-conformance experienced by the piece of equipment, or spill or contamination event. Non-routine maintenance includes, but is not limited to:

3.1.1. Replacement of broken equipment components

3.1.2. Replacement of damaged equipment component

3.1.3. Revalidation, or calibration due to movement of equipment, or non-routine parts replacement

3.1.4. Equipment calibration failure

3.1.5. Equipment contamination

3.2. Routine Maintenance, Calibration, and Cleaning: Routine maintenance, calibration and cleaning of equipment that is scheduled as a part of a piece of equipment's regular preventative maintenance. This kind of equipment care is not the result of some accident, defect or non-conformance experienced by the piece of equipment. Routine maintenance includes, but is not limited to:

3.2.1. Replacement of warn parts

3.2.2. Regular equipment cleaning

3.2.3. Scheduled preventative maintenance

3.2.4. Schedule calibration

3.2.5. Scheduled validation

3.3. Critical External Contractors: Critical external contractors are those not directly employed by Green Valley Analytics, but that are providing services to Green Valley Analytics which ensure the function of the facility, equipment, and assays necessary to ensure personnel safety and operations integrity. Critical external contractors include but are not limited to:

3.3.1. Instrument installation and calibrations engineers.

3.3.2. Facilities servicers:

3.3.2.1. Plumbers

3.3.2.2. Electricians

3.3.2.3. Security system servicers

3.3.3. Installation Qualification (IQ): The Installation Qualification Protocol verifies the proper installation and configuration of a System.

3.3.4. Operation Qualification (OQ): The Operational Qualification Protocol is a collection of test cases used to verify the proper functioning of a system. The operational qualification test requirements are defined in the Functional Requirements Specification. Operational Qualification is usually performed before the system is released for use.

3.3.5. Performance Qualification (PQ): Performance Qualifications are a collection of test cases used to verify that a system performs as expected under simulated real-world conditions.

4. EQUIPMENT

4.1. Not Applicable.

5. MATERIALS

5.1. Not Applicable.

6. SUPPORTING SOPS, DOCUMENTS, AND FORMS

6.1. E-001.1 Equipment Inventory and Calibration Log

6.2. E-012.1 Routine Equipment Maintenance and Calibration

7. SAFETY AND PRECAUTIONS

7.1. All laboratory work should be conducted while wearing the proper personal protective equipment (PPE). At minimum, laboratory goggles, a coat, and gloves should be worn when working with laboratory equipment. Green Valley Analytics shall provide appropriate PPE to all personnel and visitors.

7.2. Management will ensure that while operating equipment the appropriate PPE is utilized.

7.3. Where necessary, specialized PPE is outlined for the operation of specific equipment in operator manuals, equipment SOPs, and assay laboratory procedures.

8. PROCEDURES

8.1. General Use

8.1.1. Equipment used in the facility for the generation, measurement, or assessment of samples and research data should be properly decontaminated after each use in accordance with that piece of equipment's SOP, and appropriately maintained to ensure quality performance.

8.1.2. All equipment used in the handling and testing of marijuana products is arranged to allow accessible space for maintenance and cleanliness.

8.1.3.

8.1.4. Each piece of equipment possesses a user manual that is maintained in the equipment log, as well as an SOP that outlines general use, maintenance and cleaning.

8.1.5. Where applicable, equipment is calibrated, validated/verified, certified, and undergoes Installation Qualification (IQ), Operation Qualification (OQ), and Performance Qualification (PQ).

8.1.5.1. Any calibration, validation/verification, and certification work are conducted by trained technical personnel or approved vendors.

8.2. Calibration, Validation, and Certification

8.2.1. All equipment IDs, locations, and calibration/recertification for applicable units can be found in E-001.1 Equipment Inventory.

8.2.2. Equipment used in facility for sample assessment (e.g., balances, pipettes) should be calibrated and/or certified by a licensed external subcontractor annually. This calibration/certification is memorialized by a written label with date affixed to the equipment.

8.2.2.1. Additionally, each balance and scale require a verification to be documented on E-012.1 Balance and Scale Verification prior to the first use of the day.

8.2.2.2. Pipettes require quarterly verification to be documented on E-002.1.

8.2.3. Equipment in the facility that does not require calibration, or that is not utilized for sample assessment or in the generation of research data does not require certification (e.g., centrifuges, vortex, sonicator). These pieces of equipment will have affixed to them a label that states DOES NOT REQUIRE CALIBATION/ DOES NOT NEED CALIBRATION.

8.2.4. Equipment in the facility utilized for sample testing, the generation of research data or for ensuring human safety is calibrated/certified at the frequency stated in each equipment SOP and tracked in the E-001.1 Equipment Inventory and Calibration. A label affixed to the piece of equipment memorialized the date the equipment was calibrated/validated/certified and the due date for calibration/recertification.

8.2.5. All equipment used in the facility for the storage of reagents, pharmaceuticals, cannabinoid samples, or other substances that require specific environmental control (i.e., refrigerators and freezers) are monitored to ensure an appropriate internal environment is maintained using a calibrated or standardized thermometer, and the results recorded and stored within the server.

8.2.6. All equipment requiring calibration/certification, whether by a licensed external subcontractor, or technical personnel, should be certified/calibrated against traceable certified equipment (e.g., National Institute of Standards and Technology, NIST) or a new, or recently certified unit that can be traceable to a NIST standard as a reference. This calibration is recorded on the individual piece of equipment's calibration log, or on the E-001.1.

8.2.7. In the event of equipment failure or malfunction, trained technical personnel or an external subcontractor is contacted for repairs and these repairs memorialized in writing. Following repairs, the equipment is re-calibrated and/or standardized as needed and this procedure memorialized by a written label affixed to the equipment. This repair and/or calibration is recorded on the individual piece of equipment's calibration log, and on the E-001.2 Equipment Maintenance, and Calibration Record.

8.2.8. Any equipment found to have an outdated calibration/certification label will be reported to the Facility Manager immediately. The Facility Manager is responsible for either removing the equipment from service (preferable action) or, if the equipment is unique and must remain in service until recalibration/re-certification takes place, affixing a label to the equipment stating that this equipment is outside its date of calibration/certification and may result in the generation of inaccurate data. Equipment outside of its calibration/ certification period cannot be utilized for cannabinoid sample release testing.

8.2.9. Original documents/certificates of equipment inspections, calibrations, maintenance, or other equipment related materials provided by outside vendors are maintained by the Facility Manager and kept with each piece of equipment's log. All documents related to equipment are maintained per A-003 Documents and Records Retention Policy.

8.3. **Maintenance**

8.3.1. Maintenance of equipment, whether routine or non-routine is recorded on the E-001.1 Equipment Inventory and Calibration Record.

8.3.2. All equipment utilized for the assessment of cannabinoid samples are maintained in good working order and regularly inspected by the Management.

8.4. **Cleaning**

8.4.1. All equipment is cleaned and decontaminated at regular intervals as outlined in their individual equipment SOPs, as suggested by vendor, or as indicated in the manufacturer's manual.

9. REFERENCES

9.1. Cannabis Testing Accreditation Program and ISO IEC 17025 Specific Combine Checklist.

9.2. OSHA 29 CFR 1910.106(e)(3)(v), 1910.242, 1910.243, 1910.147, 1910.178, AWAIR (A Workplace Accident and Injury Reduction Program).

10. REVISIONS

Revision	Date	Reason for Change
00		Initial Issue

Detailed Description of Qualification and Intended Trainings for Laboratory Agents – Green Valley Analytics

Below us a list of anticipated positions and their qualifications per 935 CMR 500.105(2).

Green Valley Analytics shall ensure that employees are trained on job specific duties prior to performing job functions per 935 CMR 500.105(2)

Green Valley Analytics shall ensure that all employees receive a minimum of eight (8) hours of ongoing training annually.

Green Valley Analytics shall ensure that all current owners, managers, and employees shall complete the Responsible Vendor Program when available, and all new employees shall complete the same training within 90-days of being hired.

Documentation of the Responsible Vendor Program training shall be retained for (4) years.

GREEN VALLEY ANALYTICS
Independent Testing Lab (Cannabis)

Laboratory Director
Full-Time
Western Massachusetts

Reports to CEO

Company Overview

Green Valley Analytics is seeking a state license as an independent testing lab in Massachusetts, providing accurate analytical testing for licensed cannabis cultivators and manufactures. Green Valley is an innovative company that values quality, timely and accurate results. Company atmosphere and employee satisfaction is also a priority of the company's ownership.

The company will perform extensive testing on all cannabis products to ensure all products sold in Massachusetts are safe and follow the state's Cannabis Control Commission's regulations. This is an exceptional career opportunity to join us as we build a dynamic team to compete in a rapidly growing industry.

Educations & Experience

- Bachelor's Degree (minimum) in analytical chemistry or related sciences
- Master's or Ph.D. (preferred)
- Five or more years of experience
- Cannabis testing experience (preferred)
- Managerial experience (preferred)
- ISO-17025 experience (preferred)

Responsibilities

- Oversee day-to-day lab operations & workflows from sample preparation through sample disposal
- Oversee lab setup and vendor installations
- Lead the ISO-17025 certification process
- Ensure safety procedures are followed
- Ensure compliance with laboratory policies and procedures, state regulations, and ISO-17025 quality management system
- Develop and implement analytical methodologies
- Establish and maintain all SOPs for the lab
- Conduct sample analyses in accordance with validated methods and SOPs
- Train and supervise staff on laboratory procedures and safety protocols
- Perform yearly reviews with team members and set KPI targets

- Review, record and organize data generated by the staff and laboratory equipment in LIMS
- Maintain laboratory equipment and consumable inventory
- Identify and improve efficiencies in workflow
- Answer technical questions from external clients

Skills & Competencies

- Enthusiastic team leader
- Self-motivated, self-starter with a strong work ethic
- Highly ethical
- Agile individual with the ability to adapt to an evolving industry
- Effective communicator

Requirements

- At least 21 years of age
- Must be able to pass a background check as required by 105 CRM 725.000 and must not have been convicted of an excluded felony offense as defined in 105 CRM 725.030

GREEN VALLEY ANALYTICS
Independent Testing Lab (Cannabis)

Laboratory Analyst
Full-Time
Western Massachusetts

Reports to Lab Director

Company Overview

Green Valley Analytics is seeking a state license as an independent testing lab in Massachusetts, providing accurate analytical testing for licensed cannabis cultivators and manufactures. Green Valley is an innovative company that values quality, timely and accurate results. Company atmosphere and employee satisfaction is also a priority of the company's ownership.

The company will perform extensive testing on all cannabis products to ensure all products sold in Massachusetts are safe and follow the state's Cannabis Control Commission's regulations. This is an exceptional career opportunity to join us as we build a dynamic team to compete in a rapidly growing industry.

Educations & Experience

- Bachelor's Degree (minimum)
- Two or more years of laboratory experience
- Cannabis testing experience (preferred)
- ISO-17025 experience (preferred)
- Experience with LC-MS/MS, GC-MS/MS, GC-FID, HPLC, or ICP-MS instrumentation and software (preferred)

Responsibilities

- Conduct sample analyses in accordance with validated methods and SOPs
- Help develop and implement analytical methodologies
- Review, record and organize data generated by the staff and laboratory equipment in LIMS
- Optimize workflow and processes
- Help maintain laboratory equipment and consumable inventory
- Operate equipment such as GC-MS, HPLC, and LC-MS
- Perform quality checks utilizing validated analytical methods
- Support equipment maintenance
- Follow all written SOPs
- Follow all ISO accredited standards and support renewal efforts
- Follow all safety procedures

Skills & Competencies

- Self-motivated, self-starter with a strong work ethic
- Highly ethical
- Agile individual with the ability to adapt to an evolving industry
- Effective communicator
- Proficient with technology and computers
- Ability to multitask and prioritize projects efficiently
- Maintain a clean and efficient laboratory work environment

Requirements

- At least 21 years of age
- Must be able to pass a background check as required by 105 CRM 725.000 and must not have been convicted of an excluded felony offense as defined in 105 CRM 725.030

GREEN VALLEY ANALYTICS
Independent Testing Lab (Cannabis)

Sample Prep Technician
Full-Time
Western Massachusetts

Reports to Lab Director

Company Overview

Green Valley Analytics is seeking a state license as an independent testing lab in Massachusetts, providing accurate analytical testing for licensed cannabis cultivators and manufactures. Green Valley is an innovative company that values quality, timely and accurate results. Company atmosphere and employee satisfaction is also a priority of the company's ownership.

The company will perform extensive testing on all cannabis products to ensure all products sold in Massachusetts are safe and follow the state's Cannabis Control Commission's regulations. This is an exceptional career opportunity to join us as we build a dynamic team to compete in a rapidly growing industry.

Educations & Experience

- Bachelor's Degree (minimum)
- 1 or more years of laboratory experience
- Cannabis testing experience (preferred)
- ISO-17025 experience (preferred)

Responsibilities

- Conduct sample preparation in accordance with validated methods and SOPs
- Work with raw materials to prep all samples for analyzing
- Help develop and implement analytical methodologies
- Record and organize data utilizing LIMS software
- Optimize workflow and processes
- Ensure all samples are tracked effectively
- Help maintain laboratory equipment and consumable inventory
- Track inventory of consumable supplies and solutions
- Prepare test solutions, and clean glassware as needed
- Follow all written SOPs
- Follow all ISO accredited standards and support renewal efforts
- Follow all safety procedures

Skills & Competencies

- Self-motivated, self-starter with a strong work ethic
- Highly ethical
- Agile individual with the ability to adapt to an evolving industry
- Effective communicator
- Competent with technology and computers
- Ability to multitask and prioritize projects efficiently
- Maintain a clean and efficient laboratory work environment

Requirements

- At least 21 years of age
- Must be able to pass a background check as required by 105 CRM 725.000 and must not have been convicted of an excluded felony offense as defined in 105 CRM 725.030