

# Exhibit A

## Item 1

## HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is entered into and executed this 24<sup>th</sup> day of June, 2024 ("Effective Date") by and between G7 Lab, LLC, a Massachusetts limited liability company with a principal office address of 160 Ayer Road, Unit 3, Littleton MA 01460, (the "Company"), currently holding a license issued by the Cannabis Control Commission (the "Commission") and the Town of Littleton, acting by and through its Select Board, with an address of 37 Shattuck Street, Littleton, MA 01460 ("the Municipality").

**WHEREAS**, the Company is currently licensed by the Commission as a Marijuana Establishment (the "Licensee"), and is located within the Municipality;

**WHEREAS**, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

**WHEREAS**, the Company and the Municipality (collectively, the "Parties") intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 et seq. and 935 CMR 501.000 et seq., as applicable:

- a) Marijuana Establishment ("ME") means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b) Medical Marijuana Treatment Center ("MTC") means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC



refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

- c) Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) Fiscal Year means the time period beginning with July 1 and end with the following June 30.
- e) Community Impact Fee ("CIF") means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) Claimed Community Impact Fee ("Claimed CIF") means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- g) Reasonably Related means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related. Should there be a conflict between these definitions and those contained in 935 CMR 500.000 et seq. and/or 935 CMR 501.000 et seq., the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

## **2. Prior Agreements.**

In February of 2023, the Company and the Municipality executed Host Community Agreements to operate as Independent Testing Laboratory. As of the date of execution of this Agreement, the prior agreement is revoked.

## **3. Authorized Operations.**

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality only:

X Independent Testing Laboratory

## **4. Location.**

The ME shall be located at 160 Ayer Road, Unit 3, Littleton. To the extent the Company wishes to relocate within the Municipality, a new HCA shall be required.

## 5. Compliance/Obligations.

- a) The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 3, as applicable, including, but not limited to:
  - 1. G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
  - 2. The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- b) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- c) The obligations of the Parties are contingent on the Company:
  - 1. Maintaining a Final License from the Commission for operation of a license type(s) selected in Section 3 in the Municipality and maintaining such license; and
  - 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 3 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- d) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- e) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

## 6. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

### a) Community Impact Fees

The Municipality shall not assess any Community Impact Fees.

### b) Generally Occurring Fees

The Company agrees to pay Generally Occurring Fees, as they become due and payable. Generally occurring fees are those fees customarily imposed by the Municipality on noncannabis

businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Municipality now affirms the following list of expected Generally Occurring Fees the Company will be required to pay:

- Utility fees: water, sewer, stormwater and electric, as applicable
- Fees collected in association with licenses, permits, and approvals, including, but not limited to, consultant fees and the hiring of a police detail; and
- Monetary fines or penalties for violations to federal, state, or local laws and regulations, provided such fines or penalties are permitted under federal or state law or the Town's bylaws and applicable to non-ME/MTC businesses as well.

The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

c) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner. Local taxes, for purposes of this Agreement, shall include any and all special assessments or betterments, and any surcharges, including but not limited to a surcharge imposed under the Community Preservation Act, G.L. c. 44B.

d) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

**7. Security.**

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

**8. Energy Usage.**

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, et seq., and, if applicable, comparative medical regulations.

## **9. Diversity, Equity, and Local Opportunities.**

- a) The Company shall, consistent with and to the extent permitted by applicable laws and regulations (to include but not be limited to M.G.L. c. 151B *et seq.* and any federal laws relating to hiring and employment discrimination), make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.
- d) Within 30 days of issuance of the annual renewal license by the Commission, the Company shall provide the Municipality with written documentation demonstrating its progress to achieving goals outlined in Sections 9(a) through 9(c) The documentation should include hiring and employment data.

## **10. Effective Date, Term, and Termination.**

- a) This Agreement shall be in full force and effect beginning on the Effective Date.
- b) This Agreement shall terminate on:
  - 1. Eight years from the Effective Date of this Agreement;
  - 2. Revocation or termination of a Final License from the Commission for operation as an Independent Testing Laboratory
  - 3. The revocation or termination of any local approvals to operate, if any; and
  - 4. The permanent cessation of operations, as outlined in Section 11.b.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

## **11. Notice of Discontinuance of Operations.**

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice that shall be no less than 90 business days.

- b) The Company shall provide notice to the Municipality no less than 90 days prior to cessation or relocation of operations. This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality.

## **12. Governing Law and Severability.**

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

## **13. Confidentiality.**

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

## **14. Amendments/Waiver.**

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

## **15. Successors/Assignees/Change in Ownership.**

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Municipality.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Municipality.

## **16. Counterparts.**

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

## 17. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

## 18. Notices

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made:

If to the Municipality:

Town Administrator  
Town of Littleton  
37 Shattuck Street, PO Box 1305  
Littleton, MA 01460

With a copy to Town Counsel

Thomas J. Harrington  
Harrington Heep LLP  
40 Grove Street, Suite 190  
Wellesley, MA 02482

If to the Company:

Shankar Gautam  
G7 Lab LLC  
160 Ayer Road, Unit 3  
Littleton, MA 01460

With a copy to Company's Legal Counsel

Quinn Heath  
Cable Fleisher & Sosebee  
90 Conz Street  
Northampton, MA 01060

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**Town of Littleton**  
**Acting by and Through its Select Board**



Date: June 21, 2024

**G7 Labs LLC**

By:  \_\_\_\_\_

Shankar Gautam, its duly authorized Manager

Date: 05 / 31 / 2024



Audit trail

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Document History

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<div><div></div><div>VIEWED</div></div>	<div>05 / 31 / 2024</div> <div>16:28:18 UTC</div>	<div>Viewed by Shankar Gautam (sg@g7lab.com)</div> <div>IP: 173.76.122.157</div>
<div><div></div><div>SIGNED</div></div>	<div>05 / 31 / 2024</div> <div>16:50:33 UTC</div>	<div>Signed by Shankar Gautam (sg@g7lab.com)</div> <div>IP: 173.76.122.157</div>
<div><div></div><div>COMPLETED</div></div>	<div>05 / 31 / 2024</div> <div>16:50:33 UTC</div>	<div>The document has been completed.</div>





# Exhibit B

## Item 2



License Number  
**IL281334**

Expiration Date  
**12/23/2025**

Pursuant to its authority under Chapter 94G and 94I of the  
Massachusetts General Laws,

The Cannabis Control Commission hereby grants a  
final license to:

## G7 Lab LLC

The Licensee is permitted to operate at the  
following address(es):

**160 Ayer Road, Unit 3  
Littleton, MA 01460**

The Licensee is permitted to  
perform operations as:

**Independent Testing  
Laboratory**

*Shannon P. O'Brien*  
Shannon O'Brien  
Chair

*Nury Camargo*  
Nury Camargo  
Commissioner

*Bruce Stebbins*  
Bruce Stebbins  
Commissioner

*Ava Callender Concepcion*  
Ava Callender Concepcion  
Commissioner

*Kimberly Roy*  
Kimberly Roy  
Commissioner

*Debra Hilton-Creek*  
Debra Hilton-Creek  
Acting Executive Director

The Licensee is subject to M.G.L. c. 94G, M.G.L. c. 94I, Commission regulations, Commission decisions, and all other legal requirements as applicable. The Licensee shall remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.

# Exhibit C

## Item 4

**QUALITY CONTROL AND TESTING**

G7 Lab LLC (“G7 Lab”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories (“ITL”). Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with protocol(s) established in accordance with M.G.L. c.94G § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products). Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission. 935 CMR 500.160(1).

Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. The Commission may require additional testing. 935 CMR 500.160(2)

An Independent Testing Laboratory shall report any results indicating contamination to the Commission within 72 hours of identification. 935 CMR 500.160(3); M.G.L. c.94G § 15(a)(3).

An ITL shall apply for a certificate of registration from the Commission prior to testing, processing or transporting marijuana. M.G.L. c.94G § 15(b)(1).

A Marijuana Establishment shall maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. 935 CMR 500.160(4).

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

All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR.105(11).

All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

G7 Lab’s policies for handling of marijuana shall be in compliance with 935 CMR 500.105(3). G7 Lab will comply with the following sanitary requirements, that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All G7 Lab staff will be trained and shall ensure that marijuana and marijuana products are handled with appropriate food handling and sanitation standards specified in 105 CMR 300.000. G7 Lab will ensure that it furnishes the facility with the proper equipment and storage materials, including

### G7 Lab LLC

adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

All G7 Lab staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with the facility will be investigated and immediately rectified by the Director of Compliance.

All G7 Lab staff will receive relevant quality assurance training. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3). Marijuana products will be processed in a secure access area of G7 Lab.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow G7 Lab procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), G7 Lab shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. G7 Lab will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. G7 Lab storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds, and any other type of pest. The G7 Lab storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 and its Security Plan.

## G7 Lab LLC

### **RESTRICTING ACCESS TO AGE 21 OR OLDER**

G7 Lab LLC (“G7 Lab” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(o). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(o)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
  - a. A motor vehicle license;
  - b. A liquor purchase identification card;
  - c. A government-issued identification card;
  - d. A government-issued passport; and
  - e. A United States-issued military identification card.

<b>G7 Lab LLC</b> <b>160 Ayer Rd, Unit 3</b> <b>Littleton, MA 01460</b> <b>Manual: G7 Lab General</b>	<b>Document Number:</b> <b>G7GEN 01</b>	<b>Revision #: 01</b> <b>Revision Date:</b>
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## 1. Introduction

This Laboratory Manual of Quality Policies has been prepared to meet the requirements for laboratory accreditation of the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC 17025:2017) and Cannabis Control Commission of MA (CCC) requirement for Certification and or registration of G7 Lab LLC(G7) as an Independent Testing Laboratory for Testing Cannabis plant flower, Cannabis infused products or any cannabis related testing.

This manual is directly based on FDA manual of Quality Policies for ORA regulatory Laboratories.

## 2. Controlled Distribution of the Quality Manual

The management of G7 is responsible for maintaining the official master copy of the Laboratory Manual which contains the Laboratory Quality Assurance Manual. This Manual consists of Laboratory Manual of Management Requirements and, ISO 17025:2017 Laboratory Procedures. Biennial review is coordinated by the management. All the laboratory procedures, Standard Operating Procedure (SOP), manuals, policies will be maintained via document control module of Media Lab INC.

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### 3. Quality Policy Statement

G7 is committed to providing testing that meets both the needs of the customers, CCC and the requirements of ISO/IEC 17025:2017 and to continually improve the effectiveness of the management system. Testing results are reported within stated limits of accuracy, precision, and detection limits as described in the methods used for analysis.

#### 3.1. Management System Objectives

- A. The primary objective of the management system established by G7 is to assure the accuracy and precision of laboratory results so that they will be reliable, interpretable, repeatable, and defensible. Data quality objectives are described in the terms of:
  1. Accuracy
  2. Precision
  3. detection and quantitation limits,
  4. timeliness, and
  5. comparability.
- B. Second, strive to meet or exceed the CCC, ISO/IEC 17025:2017 requirements, local regulations if applicable and customer's needs and expectations.
- C. Third, maintain G7s' reputation for quality by fostering continuous process improvement and problem prevention.

These objectives are considered as part of the reviews performed by management.

#### 3.2. Management System Awareness and Implementation

The management system documents and test methods are included as training elements in the laboratory's training program addressed in the laboratory training procedure. This ensures that staff is familiar with quality documentation and implement the quality policies and procedures in their work. See G7 Gen 3.0 Personnel Training and Competency Management.

### 4. General Requirements

#### 4.1. Impartiality

- 4.1.1. To avoid conflicts of interest, pressures, and influences, G7. employees will be familiar with and observe the standards Set by G7, the requirements of CCC, and ISO 17025:2017.
- 4.1.2. Risks to impartiality are continuously reviewed and eliminated or minimized to ensure there is no compromise to the objectivity of staff engaged in laboratory activities.

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Two core concepts are embodied in these principles: (a) Employees shall not use laboratory for private gain, (b) and employees shall act impartially and not give preferential treatment to any private organization or individual.

- 4.1.3. Risks to impartiality may be identified during required routine disclosures by employees or during audits. When laboratory employees or processes pose a risk to impartiality, an assessment is made of the nature of the risk and appropriate corrective actions are taken by the laboratory management.

## **4.2. Confidentiality**

- 4.2.1. All G7 staff certify their agreement to abide by G7's confidential information Policy. Contract employees are required to sign this form as well. This form certifies their agreement to abide with G7's confidentiality requirements which are also included in purchasing agreements, as needed, with vendors performing work in areas where laboratory work is performed.
- 4.2.2. G7 does not release confidential information to external parties. Information is released only to CCC, the customer or designated representative and local or State law enforcement if required or relevant.
- 4.2.3. Reports of information and data are transmitted and filed in accordance with official policies. Most reports are only transmitted internally within the laboratory, except as required by law or regulation. Information is released only to CCC, the customer or designated representative.
- 4.2.4. G7 is a controlled-access building to further ensure protection of data. Visitors to G7 are escorted by Lab Agents beyond reception area and allowed only in areas approved by security protocols in place to ensure no customer information is compromised. Additionally, employees are committed to properly keep and use confidential information obtained or witnessed during their duties.

## **5. Structural Requirements**

### **5.1. Laboratory as a legal Entity**

G7 is a Limited liability company registered in The Commonwealth of Massachusetts with the secretary of the Commonwealth. The Laboratory is required to follow the CCC regulations in 935 CMR as applicable to Independent Testing Laboratory, ISO/IEC 17025:2017 and all applicable local regulation.

### **5.2. Management Responsible for Laboratory**

The Technical Manager (TM) is responsible for establishing the organization's commitment to the management system, implementing it, and delegating responsibility for its accomplishment.

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The Technical manager is also responsible for issuing policy and procedures and monitoring their implementation.

Laboratory management, Technical manager and laboratory staff are responsible for ensuring that analytical activities meet the requirements of the CCC, ISO17025:2017, regulations in 935 CMR 500 and local regulations. In addition, each person involved in the generation of data is part of the management system.

### **5.3. Scope of Accredited Laboratory Activities**

Laboratory activities encompass all processes from the review of vendor G7 for external products and services to sample, equipment, supply, and data handling and reporting within the laboratory. G7 will have documented training, proficiency, and method validation and verification programs in place. To ensure consistency in these processes controlled, approved documents are maintained to provide guidance in all processes and records retained to recreate processes, if needed. These also provide the basis to evaluate risks and improvements where gaps are identified through nonconformances, complaints, and annual management review of the inputs and outputs of operations.

### **5.4. Laboratory Requirements**

The intent of G7 is to operate testing laboratory per the following requirements:

- A. 935 CMR 500
- B. ISO/IEC 17025:2017,
- C. Massachusetts Department of Public Health (MDPH)
- D. G7's compliance programs and assignments,
- E. State and local laws and regulations, and
- F. Accreditation requirements.

### **5.5. Laboratory Organizational Structure and Procedures**

- 5.5.1. G7 being a small laboratory The TM and Quality Manager's (QM) responsibility is carried out by the TM as allowed by the QAPP manual of MDPH. The organization and the relationship among the laboratory staff are reflected in the laboratory's organizational chart maintained by the laboratory. These charts provide relationships between management, technical operations, and support personnel. The chart is presented as follows:

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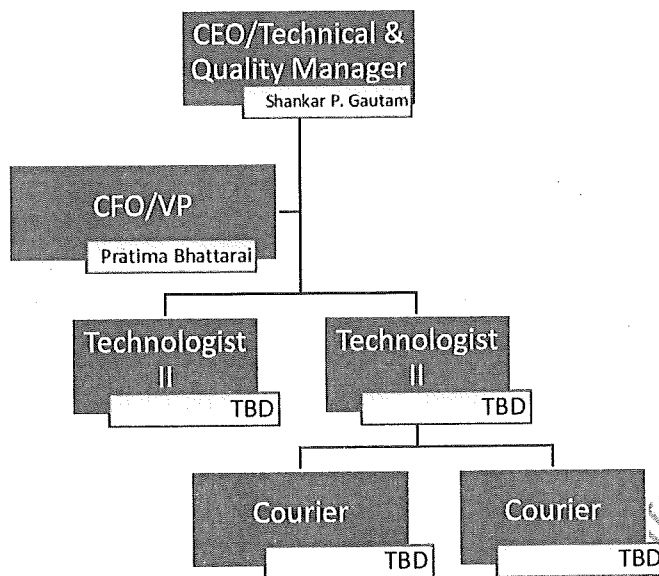


Figure 1. organizational Chart, TBD=To be Dependent

5.5.2. The laboratory has managerial staff with the authority to discharge their duties as reflected in the prepared job descriptions by the laboratory. This authority includes the implementation, maintenance, and improvement of the management system.

Job responsibilities and position description for laboratory employees are documented in the document control management system. All documents are controlled and managed in media lab document control system.

5.5.3. The laboratory management system is outlined in the following documents:

- A. Quality Assurance Manual,
- B. Written procedures,
- C. Work Instructions,
- D. References, and
- E. Forms and records.

This management system is established to address the requirements in ISO/IEC 17025:2017 and CCC 935 CMR 500. G7 establishes and maintains documents per the procedure for document control. The documents listed above are accessible to all laboratory personnel and are included in the laboratory's training program.

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## 5.6. Personnel Responsibilities and Authority

Laboratory personnel are aware of their roles and contributions in the management system and of its objectives through regularly scheduled training provided by the management. Laboratory personnel irrespective of other responsibilities have the authority and resources to carry out their duties.

5.6.1. General roles and responsibilities for laboratory personnel are summarized as follows:

### F. Technical Manager

1. Ensures that the management system is established, implemented, and maintained in conformance with the requirements of ISO/IEC 17025:2017, CCC and local regulations.
2. Advocates and coordinates quality improvements to the management system.
3. Oversee technical functions.
4. Ensure compliance with the requirements of ISO/IEC 17025:2017.
5. Ensure management system procedures, applicable standards, specifications, and regulations are followed.
6. Ensure that qualified, skilled, and trained personnel and other resources are available.
7. Ensure that products and services satisfy customer requirements.

### G. Laboratory staff

1. Ensure the quality of their work.
2. Operate in conformance with the requirements of the management system.

5.6.2. All laboratory employees have the authority and are encouraged to identify and report deviations from the management system or procedures for laboratory activities.

5.6.3. All laboratory employees contribute toward initiation of actions to minimize such deviations or provide input toward improvement to the system. These actions are monitored and reviewed by laboratory management.

5.6.4. The laboratory Technical Manager is responsible for monitoring the laboratory's management system and reporting its performance and any need for improvement to laboratory management.

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Laboratory Management is responsible for the technical operations of the laboratory. Resources for training, laboratory methods, measurement traceability, and purchasing. Qualified laboratory personnel are assigned to serve in the absence of key managerial personnel, such as Laboratory Technical Manager to maintain unbroken continuation of operations. In addition, the laboratory has an active and executable contingency plan for the Continuity of Operations (COOP) in place with effectiveness drills enacted at least once each year.

## **5.7. Communication and Integrity of the Management System**

- 5.7.1. Effective communication from management occurs through, but is not limited to, huddles, memos, newsletters, electronic presentations, emails, or verbally to laboratory personnel regarding the effectiveness of the management system and the importance of meeting statutory, and regulatory requirements.
- 5.7.2. The management system process and procedures as defined in this manual maintain the integrity of the management system when changes such as a change in the structure of the organization or management, or a change in a policy or procedure are made.

## **6. Resource Requirements**

### **6.1. General**

Personnel, facilities, equipment, systems and support services necessary for the management and performance of laboratory activities are evaluated and put in place to ensure defensible data and conformity to the requirements of ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories.

The sections following below address the facts affecting the correctness and reliability of the tests performed by a laboratory. These facts include contributions from:

- A. Personnel (G7 Lab Gen 02, Personnel Training and Competency Management),
- B. Facilities and environmental conditions (G7GEN06 Facilities and Environmental Conditions),
- C. Equipment G7GEN08 Equipment
- D. Metrological traceability (G7GEN09 Methods, Method Verification and Validation
- E. Externally provided products and services
- F. The procedures listed in each section address these facts.

### **6.2. Personnel**

#### **6.2.1. Personnel**

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All laboratory personnel that could influence laboratory activities act impartially, are competent, and perform their work according to the laboratory's management system. These positions include, but are not limited to: supervisors and managers, laboratory support staff, sample custodians, and administrative management staff.

#### **6.2.2. Competence Requirements**

Competence is based on education, experience, demonstrated skills, and training. Staff records contain the documentation of personnel education, qualification, experience, technical knowledge, skills, and training for the position held.

Skills of personnel are based upon demonstration of competence. Competency requirements for each function influencing the results of laboratory activities are documented in the laboratory's training documents. This demonstration is to be completed successfully before laboratory personnel generate data independently. The effectiveness of personnel training is documented in, but not limited to management reviews, internal audits, external assessments, proficiency testing, and performance evaluations.

#### **6.2.3. Personnel Competence**

Laboratory management ensures that laboratory personnel have the competence to perform their duties and to evaluate the significance of deviations.

Trainees undergo a training program in accordance with the laboratory's training documents. Trainees perform procedures when training and competency has been demonstrated. The documented demonstration of competence is an exercise that the trainee performs independent of supervision. The trainee is considered competent after the specified criteria have been successfully met. Please refer to *G7 GEN03 Personnel Training and Competency Management Procedure* for further details on training and competency management.

#### **6.2.4. Communication of Duties, Responsibilities and Authorities**

Job duties, responsibilities and authorities for laboratory employees are documented in the management system procedures and operating instructions.

Position descriptions are maintained by G7 in media lab document control module electronically. The laboratory maintains active job descriptions for managerial, technical, and key support personnel involved in laboratory activities. Job descriptions are established based on current duties and technologies utilized.

The laboratory employees involved in laboratory activities have access to consensus standards, instrument manufacturers' manuals, and laboratory procedures for reference.



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Effective communication from management occurs through, but not limited to, memos, newsletters, electronic presentations, emails, or verbally to laboratory personnel regarding the effectiveness of the management system.

#### 6.2.5. Personnel Procedures

- A. The procedure for determining competence requirements are defined in the laboratory's documents and G7 GEN03 Personnel Training and Competency Management.
- B. G7 maintains the hiring procedures for the Laboratory. G7GEN11 Hiring Procedure describes the selection procedures.
- C. The individual and management are jointly responsible for the setting, the pursuit, and achievement of educational goals for professional advancement. The annual performance evaluation process can be used by the individual to discuss career advancement and training possibilities. By using this process, individuals can identify areas of study and request training oriented towards the attainment of their goals.
- D. Training needs are identified in accordance with the analyst's background (e.g. Chemist, Microbiologist). In-house training is conducted per laboratory's training procedure. Present and anticipated tasks of the laboratory are addressed in the planning of special training modules.

The management system documents and test methods are included as training elements in the laboratory's training program addressed in the laboratory training procedure. This ensures that staff is familiar with quality documentation and implement the quality policies and procedures in their work.

- E. The laboratory utilizes the skills and talent of both full-time employees and contract personnel. The requirements of the management system are administered equally to both categories. No differentiation is made between the two categories of workers. Supervision, training, and competence are documented for all technical and key support personnel.

Trainees do not perform regulatory work until competent as per the laboratory training program.

- F. Personnel are authorized to perform specific laboratory activities according to section 6.2.6 and local documents.
- G. Personnel competency is monitored through onsite reviews, reporting and worksheet write-ups, demonstration through documentation of the required instrument maintenance and function checks, results obtained on proficiency test samples, number of samples analyzed satisfactorily and QC samples within established criteria.

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#### 6.2.6. Personnel Authorization

The Laboratory Management authorizes personnel to perform specific laboratory activities, including but not limited to:

- A. Development, modification, verification and validation of methods;
- B. Analysis of results, including statements of conformity or opinions and interpretations;
- C. Report, review and authorization of results;

Records of authorizations, demonstration of competence, education, training, and experience are maintained by the laboratory electronically in media lab competency module and dated. Training files are maintained and include these records.

#### Related Procedures/References

- G7 Lab Gen 02 Personnel Training and Competency Management

### 6.3. Facilities and Environmental Conditions

#### 6.3.1. Suitability of Facilities and Environmental Conditions

The laboratory environmental conditions facilitate the correct performance of analytical testing. Examples of environmental influences are energy sources, lighting, biological sterility, dust, humidity, and temperature. The laboratory monitors critical environmental conditions to ensure that results and the quality of the measurement are not adversely affected or invalidated.

#### 6.3.2. Documentation of Requirements for Facilities and Environmental Conditions

Test methods and environmental monitoring procedures used by the laboratory include instructions addressing applicable environmental conditions.

#### 6.3.3. Monitoring, Controlling and Recording Environmental Conditions

Environmental conditions requiring monitoring include, but are not limited to:

- A. room temperature and humidity,
- B. biosafety hoods and laminar flow hoods,
- C. metal contamination on benches and hoods in laboratories performing metal analysis,
- D. microbiological contamination on bench surfaces and hoods in microbiology benches

Where environmental controls are needed, the environmental conditions are recorded.

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Testing activities are stopped when the environmental conditions invalidate the test results or adversely affect quality control. Monitoring activities are conducted as part of the laboratory test or calibration methods.

#### 6.3.4. Measures to Control Facilities

The following measures to control facilities are implemented, monitored and periodically reviewed:

##### A. Access and use of areas affecting laboratory activities

Laboratories are limited access areas. Access and use are controlled by, but is not limited to:

1. issuance of keycards for entrance,
2. escorting visitG7,
3. issuance of identification badges, and

##### B. Housekeeping

Laboratory areas are maintained clean and orderly to prevent contamination of samples and to facilitate the efficiency of laboratory operations. The laboratory's Chemical Hygiene Plan(G7GEN06) and Hazardous Waste Management Plan (G7GEN13) include measures taken to ensure good housekeeping in the laboratory.

##### C. Cross-contamination

Separate areas are maintained for incompatible activities. Measures taken to prevent cross-contamination include, but are not limited to:

1. chemistry laboratories are separated from microbiology laboratories,
2. sample receiving, and storage are conducted in designated areas,
3. separate storage for standards and reference materials, and
4. media preparation and sterilization are separated from work areas.

#### Related Procedures/References

- G7GEN 10 Facilities and Environmental Conditions.
- G7GEN06 Chemical Hygiene Plan.
- G7GEN13 Hazardous Waste Management Plan.

#### 6.3.5. Work Performed Outside the Laboratory's Permanent Control

The laboratory staff are not authorized to perform laboratory activities at sites outside of the laboratory's control, facility.

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## **6.4. Equipment**

### **6.4.1. Access to Laboratory Equipment**

The laboratory has sample preparation, measurement and test equipment for the correct performance of the tests and calibrations. The laboratory also has ancillary equipment for processing samples and for processing data. Also see section 6.5 Metrological Traceability.

The laboratory purchases the equipment. Maintenance contracts are established as needed. In those cases where the laboratory leases equipment it has direct control concerning its use. Leased equipment is managed in the same manner as purchased equipment according to the management system requirements.

G7 maintains an equipment inventory of all laboratory equipment used to perform regulatory testing.

### **6.4.2. Equipment Outside the Laboratory's Permanent Control**

If for any reason equipment leaves the direct control of the laboratory the laboratory ensures the equipment requirements are met before using the equipment.

### **6.4.3. Procedure for Handling, Transport, Storage, Use and Planned Maintenance of Equipment**

The laboratory has procedures G7GEN08 Equipment for the safe handling, transport, storage, use and planned maintenance of equipment to ensure proper functioning and to prevent contamination or deterioration.

### **6.4.4. Verification of Equipment Prior to Being Placed or Returned into Service**

The equipment performance is verified, and verification records are maintained. Equipment is to meet the laboratory's testing parameters and conform to standard specifications before being placed or returned into service.

Procedures for equipment verification are provided in G7GEN08 Equipment.

### **6.4.5. Equipment Accuracy/Uncertainty**

Equipment and its software used for testing are to achieve the accuracy expected, measurement uncertainty required, and comply with specifications of the testing concerned.

The uncertainty contributions are addressed in G7GEN 20 Estimation of Uncertainty of Measurement.

### **6.4.6. Equipment Calibration**

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Measuring equipment is calibrated when the measurement accuracy or uncertainty affect the reported results and/or calibration of the equipment is required to establish metrological traceability of the reported result.

Procedures for equipment calibration are provided in procedure G7GEN08 Equipment

#### **6.4.7. Calibration Program**

The equipment calibration program is defined in G7GEN15 Measurement Traceability. These procedures are reviewed and revised according TO G7GEN 24 Document Control and Management.

#### **6.4.8. Calibration Status**

Equipment under the control of the laboratory and requiring calibration, or having a defined period of validity, is labeled or coded to indicate the calibration status or period of validity. Alternatively, equipment calibration status may be identified in an associated record to indicate the status of calibration.

#### **6.4.9. Out of Service**

Equipment that has been subjected to overloading or mishandling, gives suspect results, or has been shown to be defective or outside specified limits, is taken out of service. It is isolated to prevent its use or clearly labeled or marked as being "Out of Service" to prevent its use until it has been repaired and shown by calibration or test to perform correctly.

#### **6.4.10. Calibration Confirmation**

Intermediate calibration confirmation checks are performed to maintain confidence in the calibration status of the equipment.

Metrological confirmation for reference standards and reference materials included in the calibration program is conducted according to a schedule addressed in the procedure in G7GEN08 Equipment. The confirmation is conducted to maintain confidence in the calibration status of reference standards and reference materials.

#### **6.4.11. Correction Factor**

Where calibrations give rise to a set of correction factor, these factors are updated and implemented to meet specified requirements.

#### **6.4.12. Safeguards**

Test and calibration equipment, including both hardware and software, are safeguarded from adjustments that would invalidate the test or calibration results. Safeguards are provided using access control to the laboratory.

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#### 6.4.13. Equipment Records

Records are maintained of each item of equipment and its software that can influence laboratory activities.

The records include at least the following items, where applicable:

- A. identity of equipment, including its software and firmware version.
- B. manufacturer's name, type identification, and serial number or other unique identification;
- C. evidence of verification that equipment conforms with specified requirements;
- D. current location of the equipment;
- E. calibration dates, results and copies of reports and certificates of calibrations, adjustments, acceptance criteria, and the due date of next calibration or the calibration interval;
- F. documentation of references materials, results, acceptance criteria, relevant dates and the period of validity;
- G. maintenance plan and maintenance carried out to date, where relevant to the performance of the equipment; and
- H. details of any damage, malfunction, modification or repair to the equipment.

### 6.5. Metrological Traceability

#### 6.5.1. Establishing and maintaining metrological traceability

The program for calibration of equipment demands that calibrations and measurements made by the laboratory are traceable to the International System of Units.

Calibration laboratories providing calibration standards to G7 are to provide evidence of measurement traceability of its own measurement standards and measuring instrument to the SI. This is done by means of an unbroken chain of calibration or comparisons linking them to primary standards of the SI units of measurement. Such primary standards are those used by national measurement standards.

Calibration certificates issued by calibration laboratories are to include the measurement results, including the measurement uncertainty and a statement of conformance with an identified metrological specification.

#### 6.5.2. Ensuring measurement results are traceable

- A. Calibration laboratories providing services or calibration material to G7 are to provide documentation demonstrating measurement capability and competence to perform the calibration material requested.

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- B. A reference material is a homogenous and well characterized substance used for standardization of equipment used in the testing process. Reference materials are traceable to national or international standard reference materials (SRMs), such as National Institute of Standards and Technology (NIST), or certified reference materials (CRMs) from competent suppliers of reference materials.

The measurement integrity of internal reference materials generated by the laboratory is evaluated against either standard reference materials or certified reference materials from an independent source when it is technically and economically possible.

- C. The measurement traceability to SI units may be achieved by measurements related to national measurement standards. National measurement standards may be used as primary standards that are primary realizations of the SI units or agreed representations of SI units. National measurement standards based on fundamental physical constants, or standards calibrated by another national metrological institute may be use as primary standards.

#### **6.5.3. Non-traceability of reference standards to SI units**

Calibrations that cannot provide strict measurement traceability to SI units are conducted such that the calibration results can provide confidence in the measurements made in the course of the analysis.

### **6.6. Externally Provided Products and Services**

#### **6.6.1. Suitability of Externally Provided Products and Services**

The laboratory ensures that only suitable externally provided products and services that affect laboratory activities are used when they are intended for incorporation into the laboratory's activities and/or used to support the operation of the laboratory.

G7 labs do not subcontract routine analyses within their scope of accreditation.

Collaborative activities conducted with external laboratories, such as universities, are research in nature and do not involve the routine analysis of samples.

#### *Subcontracting Laboratories*

Based on workload fluctuations and resource needs, G7 may request samples assigned to other CCC licensed laboratories for analysis. Samples are administratively transferred after arrangements are made to ensure that the receiving laboratory has the capacity and capability to complete it in a timely manner.

#### *Notification of Customer*

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The performing laboratory on the certificate of analysis serves as a notice of the transfer.

#### *Laboratory Responsibility*

The laboratory to which the sample has been transferred assumes responsibility to the collector for the work.

#### Related Procedures/References

- G7GEN16 Chain of Custody – Sample Handling

### **6.6.2. Purchasing services and supplies**

- G7GEN17 Purchasing and Receipt provides policies and instructions for procurement of supplies, materials, equipment, and services that affect the quality of tests. It documents the procedures for purchase, reception, and storage of supplies, materials, and equipment relevant to tests.
- Purchasing documents for items affecting the quality of laboratory output describe the services or supplies ordered. These purchasing documents are reviewed and approved for technical content prior to submission.  
Records of supplier evaluations are maintained by purchasers of laboratories equipment, services, and supplies.
- Records of unsatisfactory materials and supplies and their disposition are maintained. These records establish trends in vendor performance and ensure that continuing quality material is accepted. A vendor is considered unacceptable and is not used when the quality of product or service does not meet expectations or specifications.

### **6.6.3. Communicating requirements to external providers**

Critical specifications and requirements are clearly described on the purchasing requests and are communicated to external providers by the Purchasing Agent. These criteria include:

- The products and services to be provided;
- The acceptance criteria; and
- Competence, including any required qualification of personnel

G7 does not subcontract routine analyses within their scope of accreditation.

## **7.0 Process Requirements**

### **7.1. Review of Requests, Tenders, and Contracts**

#### **7.1.1. Procedure**



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G7 develops and issues the Annual Fiscal Year (FY) Workplan for the lab. The workplan is based on several factors such as the budget, the number of analysts and amount of resources, the compliance program accomplishment goals.

Requests not covered by compliance programs or assignments are reviewed prior to receipt of samples by the laboratory's management when possible.

The results of this process are discussed and documented as part of the laboratory's annual management review.

### **Subcontracting Laboratories**

The customer requesting collaborative testing by laboratories outside of G7 is responsible for the work done by such labs. G7 is responsible for such work under these circumstances.

Based on workload fluctuations and resource needs, G7 may send samples to other CCC Licensed laboratories within MA for analysis. Samples are administratively transferred after arrangements are made to ensure that the receiving laboratory has the capacity and capability to complete it in a timely manner.

The samples will be transferred after notifying the customer and CCC and the results will be reviewed in detail for conformance and data quality. The result will be reproduced in whole.

#### **7.1.3. Statements of Conformity**

When the customer requests a statement of conformity to a specification or standard for the test, the specification or standard and the decision rule are clearly defined in the compliance programs or standard. Otherwise, the laboratory communicates the decision rule selected to the customer and obtains their agreement.

#### **7.1.4. Differences and Deviations**

The lab reviews the annual workplan to ensure that laboratory has the capability and resources to provide the requested services. Any differences between the workplan and the laboratory capability are resolved prior to commencing work.

#### **7.1.5. Communicating with the customer**

Requests for deviations from work assignments or compliance programs are recorded. The lab interacts with the customer to determine whether the requested changes are acceptable by CCC regulations; local regulations and do not impact the integrity of the laboratory or the validity of the results. Records of contract changes are maintained.

#### **7.1.6. Amendments to Contracts**

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If a contract needs to be amended after work has commenced, the same contract review process is repeated, and any amendments are communicated to all affected personnel named in the contract.

#### **7.1.7. Customer Service**

The laboratory maintains communications regarding deviations from contract work.

The opportunity for the customer to witness laboratory activity is given upon request on a case by case basis after management review, providing the laboratory can maintain confidentiality to other customers during such cases.

#### **7.1.8. Records of Review**

G7 maintains a record of workplan reviews, changes, and change requests. Records are also maintained of discussions regarding ad hoc assignments.

### **7.2. Selection, Verification and Validation of Methods**

#### **7.2.1. Selection and Verification of Methods**

Specific requirements for the Verification and Validation of methods process are outlined in G7GEN09 Method Validation and Verification.

7.2.1.1. The scope of test technologies and associated method source routinely used are identified in the laboratory's accreditation program documentation.

7.2.1.2. Laboratory methods and supporting documents are controlled according to Section 8.3-Control of Management System Documents and are readily available.

7.2.1.3. Laboratory methods are selected to meet the CCC, MDPH requirement, ISO/IEC 17025:2017 compliance and Laboratory's interest. Only the Standard methods Listed Appendix A Table 01 on Quality Assurance Program Plan for Analytical Testing laboratories Performing analysis of Finished Marijuana products and marijuana infused products in Massachusetts (QAPP) will be used.

Standard methods are those published by international, regional or national standards-writing bodies; by reputable technical organizations; in legal references; and FDA published methods. These methods include those in the United States Pharmacopeia, National Formulary, Homeopathic Pharmacopeia of the United States, Official Methods of Analysis of AOAC INTERNATIONAL or any supplement of any of them, American Public Health Association (APHA) Compendium of Methods for the Microbiological

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Examination of Foods, FDA compliance programs, the Pesticide Analytical Manual (PAM), the Food Additives Analytical Manual, the Food Chemicals Codex, FDA Bacteriological Analytical Manual (BAM), FDA Macroanalytical Procedures Manual (MPM), and ORA Laboratory Information Bulletins (LIBs) that are included in compliance programs and special assignments. Standard methods are preferred for use and are verified for use in the laboratory. A standard method may be supplemented with additional details in the form of a laboratory procedure to ensure consistent application. Those methods specified by the manufacturer of the equipment are considered as standard methods. Standard methods are verified according to the procedure, using QAPP 9.0 Validation of methods.

- 7.2.1.4 Any standard method not listed on Appendix A Table 01, Method Reference Table of QAPP will be validated using QAPP 9.0 Validation of methods. Records of the verification are retained by the lab. If the method is revised by the issuing body, verifications are repeated to the extent necessary.
- 7.2.1.6. Non-standard methods are those methods not taken from authoritative, validated sources. A nonstandard method has not undergone validation, such as a collaborative study or process to evaluate the method's performance capabilities.  
Non-standard methods are not used and out of the scope for this manual.
- 7.2.1.7. Deviations from test methods are not authorized and allowed.

## 7.2.2. Validation of Methods

- 7.2.2.1. The laboratory validates standard methods, laboratory developed methods, and modified standard methods including use outside the intended scope or otherwise modified. Validation is conducted to confirm that the methods are fit for the intended use, relevant to the needs, and consistent with specified requirements. The validation is as extensive as is necessary to meet the needs of the given application or field of application.
- 7.2.2.2. 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 as per QAPP method validation guideline.
- 7.2.2.3. The validation process addresses the needs of the given application or field of application. The laboratory analyst records the results obtained according to

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the procedure, G7GEN09 Method Verification and Validation. The validation results include a statement as to whether the method is fit for the intended use. The intended use of the method. The attributes and data quality objectives include but are not limited to:

- accuracy,
- precision,
- specificity,
- detection limit,
- limit of quantitation,
- linearity,
- range, and
- ruggedness or robustness.

If all the data quality objectives are met as indicated by the data collected, the method is considered as validated.

7.2.2.4. The following records are maintained for each validation:

- Validation Plan
- the validation procedure used;
- specification of the requirements
- determination of the performance characteristics of the method;
- results obtained;
- a statement on the validity of the method, detailing its fitness for the intended use.

## 7.3 Sampling

### 7.3.1 Sample receipt and sample custody

- A. Laboratory custody of samples begins when samples are received by the laboratory.
- B. The Laboratory agent shall sign and record the date and time of sample receipt on the Chain of custody (COC). The COC is to be maintained electronically if possible. The validated time of sample receipt (VTSR) is the time the samples are received at the laboratory from the RMD personnel or representative, or private courier; it is not the time the samples are opened or logged in at the laboratory.
- C. For receipt of samples outside normal hours of operation the laboratory is to be notified at least 2 days in advance to arrange for the receipt of the sample during non-standard hours.

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- D. Sample receipt temperature is be recorded in COC electronically while receiving sample. A record of samples will be maintained for samples receipt outside of acceptance criteria.
- E. Sample storage refrigerator are maintained at  $\leq 6.0^{\circ}\text{C}$  and sample storage freezers at  $< -10^{\circ}\text{C}$ .

### 7.3.2 Communicating sample receipt issues

- A. Loss of sample volume, samples with temperatures  $> 6.0^{\circ}\text{C}$ ; improper chemical preservation of samples; or documentation discrepancies, shall be communicated to the customer or its designated consultant as soon as practical (via phone log or e-mail based on project personnel requirements) so that proper corrective action can be taken; documentation of this communication is to be preserved with the project records.
- B. If the sample receipt criteria are not met, the samples are rejected and the customer will be informed immediately of the need to resample.
- C. All samples placed "on hold" because of sample receipt issues is stored in accordance with sample temperature preservation requirements (e.g., in sample refrigerator or freezers) until the issues have been resolved.
- D. When an issue requiring notification is discovered after normal business hours (i.e., between 0800 and 1700 Eastern Standard Time, Monday through Friday), the laboratory will provide prompt verbal, text, or e-mail notification to the customer or its designee. The laboratory will maintain documentation detailing any sample receipt issues and the resolution directed by the customer or its designee in the project files.

### 7.3.3 Sample Homogenization

Samples received by the laboratory are to be homogenized in full before subsampling for analysis or subcontracting takes place. To demonstrate the effectiveness of homogenization and subsampling homogenization duplicate and a homogenization blank are to be assigned separately for flower and extract sample batches at defined intervals. The homogenization blank shall be randomly placed in the batch as to check all the homogenization equipment for possible carryover rather than using a dedicated homogenization apparatus for the blank each time it is requested.

### 7.3.3 Holding Times

- A. Samples with holding times of  $< 48$  hours are to have documentation of the time they were set up for the short hold-time analysis. For all sample shipments, the primary laboratory contact, for the dispensary shipping the samples, is to notify all applicable laboratory personnel of the expected sample delivery so that laboratory personnel can prepare to receive the sample.

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- B. The laboratory is to adhere to the required holding times for the initial sample preparation/analyses. If samples are received with a significant portion of the holding time expired and the laboratory is concerned about meeting holding time requirements, RMD, or its designee is to be notified immediately upon sample receipt. If subsequent analysis/extraction becomes necessary due to method or technical requirements or failing QC, the laboratory is to make every effort to analyze these dilutions/re-extractions /reanalyses within the method holding time specified in QAPP Appendix A.

#### 7.4. Handling of Test or Calibration Items

The laboratory procedure G7GEN16 Chain of Custody /Sample handling describes the receipt, processing, protection, storage, retention, and disposal of samples. This procedure also provides the details for handling and protecting test items from deterioration, loss or damage during storage and processing. The laboratory has arrangements for storage and security that protect the condition and integrity of samples. Sample security arrangements apply both in the laboratory and in the custodial areas.

- 7.4.1. The laboratory has a system for uniquely identifying samples. The sample number is used to track its progress from the time the sample is collected until the analysis is completed and the sample is disposed. The sample number is also used to provide traceability between the sample and the data. The numbering system also provides traceability during transfer of samples within the laboratory. This sample number is unique and different from customer assigned Batch ID or sample ID.

- 7.4.2. When samples received do not meet established acceptance criteria, and chain of custody criteria, these deviations are recorded. The customer is consulted prior to commencement of analysis for further instructions.

Sample abnormalities or departures are also noted on the analytical worksheet.

- 7.4.3. When samples and calibration items have specific environmental conditions, those conditions are maintained, monitored and recorded. Monitoring records are collected according to established procedures. These activities are conducted according to the policies stated in Section 6.3 Facilities and Environmental Conditions.

#### 7.5. Technical Records

- 7.5.1. Technical records for all activities that contribute to data reporting, depending on the type of analysis, include the original observations, derived data, calculations,

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standard preparation, instrument printouts, and results. These records contain the date each activity is completed and the identity of all persons who perform each activity throughout the process, including those who review the data and results.

Observations, data, and calculations are recorded at the time they are made and are identifiable to the activity performed.

The records of each test contain sufficient information to repeat the test under conditions as close as possible to the original. This information includes environmental conditions that affect the test and factG7 that affect the measurement results and its associated measurement uncertainty.

Staff records, equipment calibration, and verification reports are retained in accordance with the laboratory's control of records procedure. These records contain sufficient information to establish an audit trail. The requirements for an audit trail in laboratory records are outlined in G7GEN19 Record and Data Management.

Data is reported electronically and/or scanned and uploaded into laboratory network drive or media lab which is a web-based programs.

The collection report identifies the personnel responsible for sampling. Also, includes the identity of the personnel responsible for performance of each test and for checking the results.

- 7.5.2. G7 ensure changes to technical records can be tracked to the previous version or to original observations. Both the original and amended data and files are retained, including the date the record was changed, an indication of what was changed and the person responsible for the alteration.

## **7.6. Evaluation of Measurement Uncertainty**

### **7.6.1. Uncertainty Components**

When estimating the uncertainty of measurement, all important uncertainty components are recorded in the uncertainty records for each determination and test technology.

### **7.6.2. Procedure for Calibration Activities**

G7 does not perform calibration activities. At such time that calibration activities are performed, the laboratory is to address the requirements of ISO/IEC 17025:2017, QAPP AND CCC.

### **7.6.3. Procedure for Testing Activities**

The laboratory has a procedure G7GEN20 Estimation of Uncertainty of Measurement, to estimate the uncertainty of measurement for testing activities.

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The application of details in cases where the nature of the test method may preclude rigorous, metrologically and statistically valid, calculation of uncertainty of measurement is addressed in the procedure.

An attempt is made to identify all the components of uncertainty and make a reasonable estimation of the measurement uncertainty. This estimation is based on knowledge, experience, and validation data of the performance of the method and on the measurement scope. If needed as a part of the laboratory data, the uncertainty estimation is reported according to the procedure.

## 7.7. Ensuring the Validity of Results

### 7.7.1. Quality Control Procedures

The laboratory has quality control procedures to validate the results of tests undertaken. The monitoring data is recorded in such a way that trends may be detected, for example, statistical process control charts. Monitoring activities are planned and evaluated. Monitoring techniques may include, but are not limited to, the following:

- A. Scheduled use of certified reference materials or quality control materials
- B. Levey Jennings chart of Quality control (QC) data to recognize a trend or pattern.
- C. Use of alternative instrumentation that has been calibrated to provide traceable results;
- D. Functional check(s) of measuring and testing equipment;
- E. Use of check or working standards with control charts;
- F. Intermediate checks on measuring equipment;
- G. Replicate tests using the same or different methods;
- H. Retesting of reference materials and retained customer samples;
- I. Correlation of results from tests conducted for different characteristics of a sample;
- J. Review of reported results;
- K. Scheduled participation in interlaboratory comparison or proficiency testing and calibration programs
- L. Testing of blind samples.



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7.7.2. G7 will participate in proficiency testing programs as required by ISO/IEC17025:2017, QAPP, CCC and MDPH.

- A. One successful PT for each method and matrix included in Massachusetts regulation, if available, prior to reporting samples for compliance and one additional PT for each method and matrix combination annually.
- B. PT samples are to be treated as and analyzed with typical samples in the normal production process where possible, including the same sample log-in procedures analysts, maintenance triggers, preparation, calibration, QC and acceptance criteria, sequence of analytical steps, number of replicates, data analysis, manual integrations, identification, and confirmation procedures.
- C. Whenever possible, the PT sample is to be prepared and analyzed with other samples to avoid having a QC set unique to the PT. The PT cannot be chosen for spiking or duplication within a batch consistently, but if there are no other samples in-house for the analysis, the required QC for a batch is to be performed.
- D. Prior to the closing date of a study, G7 personnel are not to:
  - I. Subcontract analysis of a PT sample to another laboratory that is to be reported for accreditation purposes.
  - II. Knowingly receive and analyze a PT for another laboratory that is to be reported.
  - III. Communicate with an individual from another laboratory concerning the analysis of the PT sample.
  - IV. Attempt to find out the assigned value of a PT from the PT Provider.
  - V. Perform maintenance or calibration on an instrument when the data quality samples or instrument performance data would not normally necessitate such actions.
  - VI. Provide additional verification, validation, or review.
  - VII. Analyze the sample in multiple batches, on multiple instruments, or by multiple analysts.

7.7.3. The laboratory has defined the criteria for quality control data and performs analysis by such means as control charting. When data is found to be outside the established criteria, Corrective action is taken in accordance with laboratory G7GEN04 Quality Control policy

## 7.8. Reporting Results

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### 7.8.1. General Requirements

Results are reported on analytical worksheets and in appropriate Laboratory information management system (LIMS).

7.8.1.1. Laboratory results are reviewed and authorized for release by TM, or designee. Reports are reviewed for accuracy, clarity and objectivity.

7.8.1.2. Laboratory reports, depending on the type of analysis, include the original observations, derived data, calculations, standard preparation, instrument printouts, and results. These reports are retained until closed in and/or LIS and final review is performed. An electronic test report is in and/or LIS. Staff records, equipment calibration, and verification reports are retained in accordance with the laboratory's control of records procedure.

The records contain sufficient information to establish an audit trail.

The collection report identifies the personnel responsible for sampling. This also includes the identity of the personnel responsible for performance of each test and for checking the results.

7.8.1.3. Test reporting is addressed in the procedure found in G7GEN22 Reporting Laboratory Data. This procedure gives the details for reporting data using consistent reporting formats for laboratory worksheets.

### 7.8.2. Common Requirements for Reports (test, calibration or sampling)

#### 7.8.2.1. Format

The format for laboratory worksheets is designed to accommodate the type of test conducted to minimize the possibility of misunderstanding or misuse. The worksheet format is described in G7GEN 22 Reporting Laboratory Data.

Subcontracting laboratory is to report the results in compliance with the requirements of CCC, ISO 17025 and relevant state and local regulation.

#### 7.8.2.2. Data Provided by Customer

Analysts describe the sample as received, including any information provided by the customer, on the sample worksheet. When information supplied by the customer can affect the validity of the results, a disclaimer statement is included on the worksheet.

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### 7.8.3. Specific Requirements for Test Reports

#### 7.8.3.1. Test Report Requirements

The following information is included in test reports for the interpretation of the test results:

- A. Information on test conditions, such as environmental conditions;
- B. Where relevant, a statement of conformance or non-conformance with specifications;
- C. The measurement uncertainty presented in the same unit as the measurand, or in a term relative to the measurand when:
- D. It is relevant to the validity of the test results;
- E. A customer requires it, or;
- F. The measurement uncertainty affects conformity to a specification limit;
- G. Additional information that may be requested by methods, customers or groups of customers provided the information requested are within scope of the laboratory and allowed by CCC and ISO 17025:2017

#### 7.8.4. Specific Requirements for Calibration Certificates

G7 do not issue calibration certificates. In-house calibrations are documented by a report, or sticker, or other suitable method.

#### 7.8.5. Reporting Sampling – specific requirements

In addition to the instructions listed in Sections 7.8.1 General Requirements and 7.8.3. Specific Requirements, sampling information and conditions are posted to the laboratory for review on sample collection record.

#### 7.8.6. Reporting Statements of Conformity

##### 7.8.6.1. Decision Rules

Statements of conformity to a specification or standard require the use of a decision rule to take into account the uncertainty associated with method. Most decision rules used by G7 are documented in the compliance programs or standard methods. When the decision rule is not provided, the laboratory must document the decision rule and account for the level of risk associated with the decision rule used.

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#### 7.8.6.2. Reporting Statements of Conformity

Statements of conformity reported on worksheets clearly identify:

- A. The results the statement applies to;
- B. Which specifications or standards were met, or not met;
- C. The decision rule applied (unless it is defined in the specification or standard.)

#### 7.8.7. Reporting Opinions and Interpretations

Laboratory management expresses its opinion and interpretation of the compliance or non-compliance of the results through the laboratory classification assigned to each sample. This laboratory classification is recorded in LIMS and may be recorded in Media Lab.

Records are maintained of conversations expressing opinions and interpretations about a sample with the customer.

#### 7.8.8. Amendments to Reports

Material amendments to analytical findings after issue are made only in the form of an additional document. They are flagged "Additional Analyses" in accordance with procedure G7GEN22 Reporting Laboratory Data. Amendments are to meet the same reporting criteria. Any changed information is clearly identified and where appropriate, the reason for the change is included in the report.

##### Related Procedures/References

- G7GEN 22 Reporting Laboratory Results.

### 7.9. Complaints

- 7.9.1. G7 has a complaint process describing the handling of complaints received from any party. See G7GEN02 Complaints and Feedback. In addition to the resolution of these complaints, improvement in the area of concern is addressed and implemented in most cases.
- 7.9.2. The process for handling complaints is documented in G7GEN02 complaint feedback. The laboratory confirms whether the complaint relates to laboratory activities that it is responsible for and, if so, then addresses it.
- 7.9.3. The process for handling complaints includes the following:
  - A. Description of the process for receiving, validating, investigating the complaint, and deciding appropriate actions to respond to it;
  - B. Tracking and recording complaints, including actions taken to resolve them;
  - C. Ensuring appropriate action is taken.

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- 7.9.4. The laboratory receiving the complaint will gather all information required to investigate, validate, address, and review the complaint and its outcome.
- 7.9.5. When possible, the laboratory will acknowledge receipt of the complaint, provide progress reports with the outcome of resolution, and formal notice of completion to the complainant.
- 7.9.6. Communications to the complainant is addressed in procedure G7GEN02 complaint feedback.

## 7.10. Nonconforming Work

- 7.10.1. The G7 laboratories have a control of non-conforming work procedure that is implemented when any aspect of their activities, or the results of this work, does not conform to requirements of the management system, testing methods, or the requests of the customer. This procedure addresses the following elements:
  - A. responsibilities and authorities for the management of identified nonconforming work to include taking actions such as the halting of work and/or the withholding of test reports based upon risk levels established by the laboratory
  - B. actions are based upon the risk levels established by the laboratory;
  - C. an evaluation of the significance of non-conforming work including an impact analysis on previous results and, if necessary, recall of work with notification to the customer
  - D. remedial action taken, together with any decision about the acceptability of the non-conforming work
    1. The customer is notified if investigations show that nonconformances have affected work performed for or data reported to the customer. This notification is documented.
  - E. responsibility for authorizing the resumption of work.
- 7.10.2. Records of nonconforming work and actions taken are maintained in QMiS.
- 7.10.3. If the non-conforming work could recur, or there are other significant problems identified, the corrective action procedures in G7GEN07 Corrective Action are promptly followed.

### Related Procedures/References

- G7GEN05 Control of Nonconformance

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## 7.11. Control of Data and Information Management

G7 Labs have access to the data and information needed to perform laboratory activities through various electronic records management systems including Media lab, LIMS, QA, and records maintained according to G7GEN19 Record and Data Management.

- 7.11.1. G7 information management system applications used for the acquisition, processing, recording, reporting, storage or retrieval of data are validated prior to introduction by G7.

If computer software is developed by the user, its development is authorized, documented in detail and algorithms are validated prior to implementation.

Changes to laboratory software configuration or modifications to commercial off-the-shelf software are also authorized, documented and validated prior to use.

- 7.11.2. G7 laboratories have processes for the protection of data to include, but not limited to data integrity, data confidentiality during entry, collection, storage, transmission and processing. The processes also ensure safeguards are in place to prevent unauthorized access to or amendment of records.

Information management system failures are recorded, and appropriate immediate and corrective actions are taken.

- 7.11.3. Laboratory information systems managed and maintained off site meet all applicable requirements of ISO 17025:2017.

- 7.11.4. Instructions, manuals and reference data relevant to the laboratory information systems are readily available to personnel through the document control process (see section 8.3).

- 7.11.5. Calculations and data transfers are reviewed before the data is reported. All changes are identified and verified where they occur. This process is detailed in the procedure for laboratory quality control identified in Volume I, Section 7.7 Ensuring the Validity of Results.

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## 8.0 Management System Requirements

### 8.1. Options

#### 8.1.1. General

G7 laboratories have established, documented, implemented, and maintained a management system capable of supporting and demonstrating the consistent achievement of the requirements of ISO/IEC 17025:2017 to assure the quality of laboratory results. In addition to meeting the requirements outlined in sections 4 to 7 of this document the Standard requires laboratories implement a management system in accordance one of the two following options.

#### 8.1.2. Option A

G7 follows the requirements for option A, outlined in the following sections 8.2 to 8.9.

#### 8.1.3. Option B

Option B of ISO/IEC 17025:2017 addresses minimal requirements for laboratories with a separate management system either certified to or at least structured to the requirements of ISO 9001. G7 does not fall within this category.

## 8.2. Management System Documentation (Option A)

### 8.2.1. Management System Policy

#### A. Good Professional Practice and the Quality of Testing

The laboratory management and personnel are committed to performing quality activities to assure integrity, accuracy, precision, reliability and timeliness of the data.

#### B. Standard of Service

The laboratory's standard of service for the testing program is defined by the ISO/IEC 17025:2017 requirements, CCC regulatory needs included as part of the laboratory methods, and the following:

1. Established and maintained documented procedures for laboratory operation based upon reference methods for testing provided by MDPH on Appendix A of QAPP or validated as per QAPP section 9. In some cases, testing and procedures as established by the instrument manufacturer are used.
2. Sample handling and management procedures to maintain integrity of both the samples and the documentation to support the analytical data.

## G7 Lab LLC

### **STORAGE OF MARIJUANA**

Pursuant to 935 CMR 500.105(11)(a)-(e), G7 Lab LLC (“G7 Lab”) will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. G7 Lab will have separate storage areas for marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. G7 Lab storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The G7 Lab storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110. Given the fact that G7 will be processing relatively small samples through its testing equipment, the total volume of stored marijuana and marijuana infused products is likely to be significantly less than those at other types of licensed marijuana establishments.

G7 Lab storage policy dictates that products may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and/or access cards. Storage rooms must remain locked and protected from entry, at all times, except for the actual time required to remove or replace marijuana. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated.

Marijuana waste will be tracked, handled, stored, and disposed of in compliance with 935 CMR 500.105 (3), (8), and (12). G7 Lab will contract with other licensed marijuana establishments, as necessary, to dispose of marijuana waste and comply with all regulatory requirements.

Pursuant to 935 CMR 500.105(13)(d), G7 Lab will transport, or contract with a Third-Party Transporter to transport, marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, in accordance with 935 CMR 500.105(13)(a).



## G7 Lab LLC

### TRANSPORTATION OF MARIJUANA

These policies and procedures will be implemented and enforced by G7 Lab LLC (“G7 Lab” or “the Company”) for any and all transportation of marijuana and MIPs (collectively, “Marijuana Products”) to other licensed marijuana establishments (“LMEs”) within the borders of the Commonwealth of Massachusetts, which is the only permissible transportation that the Company may engage in under its license and pursuant to 935 CMR 500.105(13)(a)(2). The following policies and procedures address each regulatory requirement and will be periodically reviewed and updated for internal process efficiency purposes and to ensure continued regulatory compliance. If G7 Lab elects to contract with a licensed Marijuana Transporter, pursuant to 935 CMR 500.105(13)(a) (3), rather than procuring its own transportation vehicle, the Company will ensure that that licensed Marijuana Establishment has a regulatorily-compliant vehicle and shall check to see that its Marijuana Transporter license is valid and in good standing at the time of entering into the contractual relationship. Finally, if any products are delivered by a duly-licensed cultivator or manufacturer that produces the products for sale, G7 Lab shall similarly ensure that that licensed Marijuana Establishment (i.e. any producing entity that isn’t a retail establishment and which sells at wholesale to duly-licensed retail marijuana establishments) has a regulatorily-compliant vehicle and shall check to see that its license is valid and in good standing at the time of entering into the contractual relationship.

All marijuana product deliveries will occur via G7 Lab’s secure sally port, as detailed in the security plan.

### MANDATORY REQUIREMENTS FOR ALL TRANSPORTATION OF ANY MARIJUANA PRODUCTS AND MIPs

- Pursuant to 935 CMR 500.105(13)(a)(4), the Company shall require all Marijuana Products to be linked and logged in a Commission-approved seed-to-sale tracking software, which may also be identified by a unique radio-frequency identification (“RFID”) tag. All seeds and clones that the Company transports will be tracked and labeled in a form to be designated by the Commission and shall be considered Marijuana Products for purposes of this document.
- An undeliverable Marijuana Product, or one that is refused by another LME, shall be promptly transported back to the Company’s facility in order to comply with 935 CMR 500.105(13)(a) (5).
- Pursuant to 935 CMR 500.105(13)(a)(6), any and all vehicles that the Company utilizes for the transportation of Marijuana Products shall be staffed by two Marijuana Establishment Agents holding a valid card from the Commission under the Company’s licenses. One of the two Marijuana Establishment Agents shall remain with the vehicle at any and all times that the vehicle contains any Marijuana Products whatsoever.
- As a prerequisite for undertaking a transportation trip from the Company’s facility to any other LME for the delivery of Marijuana Products, a Marijuana Establishment Agent shall, on video camera recording, weigh all Marijuana Products, add each such product to an inventory log, and account for the inclusion of that particular product in the vehicle’s transportation manifest, in accordance with 935 CMR 500.105(13)(a)(7). All transported marijuana products will be tracked in the Commission’s seed-to-sale tracking software (METRC), in compliance with 935 CMR 500.105(9).
- The Company shall request that any recipient LME indicate that it has procedures in place to ensure compliance with the re-weighing provisions of 935 CMR 500.105(13)(a)(8), to be conducted within 8 hours of the delivery.
- The Company shall make a video recording for the receipt of any and all Marijuana Product from

## G7 Lab LLC

another LME of a Marijuana Establishment Agent re-weighing, re-inventorying, and accounting for all Marijuana Products transported to its facility within 8 hours of its delivery. 935 CMR 500.105(13)(13)(a)(8).

- Each video recording prior to transporting or within 8 hours of the acceptance of delivery, shall clearly show a Marijuana Establishment Agent weighing the Marijuana Products, show the weight of said product, and its entry into the Company's transportation inventory manifest. 935 CMR 500.105(13)(13)(a)(9).
- Pursuant to 935 CMR 500.105(13)(a)(10) and the applicable provisions of 935 CMR 500.105(6)(a)(1), all Marijuana Products that the Company transports shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
- In the event of an emergency stop during the transportation of Marijuana Products, the Marijuana Establishments in the transportation vehicle shall create and maintain a log that describes the reason for the stop, the stop's duration, the vehicle's location while stopped, and the activities of the Marijuana Establishment Agent that leaves the vehicle while the other Marijuana Establishment Agent remains with the vehicle. 935 CMR 500.105(13)(a)(11).
- The Company's Marijuana Establishment Agents that transport Marijuana Products shall ensure that all transportation times and routes are randomized in order to comply with 935 CMR 500.105(13)(a)(12) and to make the vehicle a more difficult target for any would-be thieves.
- Pursuant to 935 CMR 500.105(13)(a)(13) and in recognition of the current federal prohibition of cannabis and status as a Schedule I controlled substance pursuant to the Controlled Substances Act, 21 U.S.C. ch. 13 § 801 et seq., all Marijuana Establishment Agents transporting Marijuana Products shall ensure that the vehicle and its transportation routes remain completely intrastate and shall not, for any reason, cross the border of any neighboring state.
- If the vehicle is transporting Marijuana Products that require temperature control, for example, but not limited to, edibles, the vehicle and its transportation equipment shall be designed, rated, maintained, and equipped as necessary to provide adequate temperature control to prevent and minimize the premature deterioration or degradation of the Marijuana Product to an unsafe state. 935 CMR 500.105(13)(a)(14) and 21 CFR 1.908(c).

### MANDATORY INCIDENT REPORTING REQUIREMENTS

- The Company's Marijuana Establishment Agents engaged in the transportation of Marijuana Products shall have an affirmative duty to document and promptly report any unusual discrepancy in weight or inventory to the Commission not more than 24 hours after the discovery of such a discrepancy. The Company shall reassign Marijuana Establishment Agents to non-transportation related duties if they fail to adhere to the reporting requirement of 935 CMR 500.105(13)(b)(1).
- As required by 935 CMR 500.105(13)(b)(2), Marijuana Establishment Agents shall, within 24 hours of their occurrence, report any vehicle accidents, diversion of Marijuana Products, losses, or other reportable incidents that occur during transport, pursuant to 935 CMR 500.105(13)(b) (2).

### VEHICLE REQUIREMENTS

Every vehicle that the Company utilizes for the transportation of Marijuana Products shall comply with the following regulatory requirements:

- The Company shall own or lease any vehicle(s) it utilizes for the transportation of Marijuana Products to other LMEs. 935 CMR 500.105(13)(c)(1)(a).
- The transportation vehicle shall be duly registered, inspected, and insured in the Commonwealth of Massachusetts, and the documentation demonstrating such registrations, valid inspection, and current insurance policy shall be a record that the Company shall maintain and furnish to the Commission upon request. 935 CMR 500.105(13)(c)(1)(b).

## G7 Lab LLC

- The vehicle shall be equipped with a Commission-approved alarm system in accordance with 935 CMR 500.105(13)(c)(1)(c).
- The vehicle shall be equipped with functioning heating and air conditioning systems to maintain the appropriate temperatures within the vehicle for the storage of Marijuana Products. 935 CMR 500.105(13)(c)(1)(d).
- In compliance with 935 CMR 500.105(13)(c)(2), all Marijuana Products that the Company transports shall remain out of sight and shall not be visible from the exterior of the vehicle.
- The transportation vehicle shall not bear any internal or external markings that indicate that it is transporting Marijuana Products nor shall it bear the name, logo, or identifying marks of the Company. 935 CMR 500.105(13)(c)(3).
- No other products may be transported or stored in the vehicle being utilized for transportation of Marijuana Products to another LME. 935 CMR 500.105(13)(c)(4).
- Marijuana Establishment Agents shall not be permitted to carry a firearm on their person nor in the vehicle while it is in use for transportation of Marijuana Products. 935 CMR 500.105(13)(c)(5).
- Pursuant to 935 CMR 500.105(13)(d)(1), (2), and (4), the Company's transportation vehicle(s) shall be equipped with a secure, locked storage compartment that is part of the vehicle itself and which shall not be easily removed to ensure that security of Marijuana Products is maintained.
- The Company will be pursuing the Commission's permission to enact reasonable safeguards for the non-segregation of Marijuana Products destined for multiple LMEs in the same transportation trip.
- Pursuant to 935 CMR 500.105(13)(e)(1)(a)-(d), every vehicle that the Company utilizes for the transportation of Marijuana Products (whether a Company-owned vehicle or a licensed third-party transporter) shall contain a global position system ("GPS") monitoring device that is not a mobile device that is easily removable, securely affixed to the vehicle at all times that the vehicle is transporting or contains Marijuana Products, monitored by the Company during transportation of Marijuana Products, and that shall be inspected by the Commission prior to the vehicle's initial transportation trip and after any alteration to the secure locked storage compartment required by 935 CMR 500.105(13)(d)(1), (2), and (4).
- Each Marijuana Establishment Agent on a transportation trip in the vehicle shall have a separate form of secure communication with Marijuana Establishment Agents at the Company's originating facility in accordance with 935 CMR 500.105(13)(e)(2).
  - The secure types of communication that the Commission's regulations, at 935 CMR 500.105(13)(e)(3)(a)-(c), include but are not limited to two-way digital or analog radio (UHF or VHF frequencies), a cellular telephone, or a satellite telephone.
  - When the Company selects the mode of secure communications, it shall consider the cellular signal coverage of the origin and destination facilities, the transportation area to be travelled, the technology's base capabilities, antenna coverage for digital or analog radio, and the frequency of transportation trips. 935 CMR 500.105(13)(e)(4)(a)-(e).
- Pursuant to 935 CMR 500.105(13)(e)(5), the Marijuana Establishment Agents shall, prior to and immediately after departing from the originating facility, utilize the secure form of communication to contact Marijuana Establishment Agents at the Company's facility to test the communications and GPS monitoring equipment for full operational status.
- In the event that the secure communications equipment or the GPS monitoring device fails en route to the recipient LME, then the Marijuana Establishment Agents in the vehicle shall immediately return to the Company's originating facility until the communications equipment and/or the GPS monitoring equipment is restored to a fully functional status. 935 CMR 500.105(13)(e)(3)(6).

## G7 Lab LLC

- Marijuana Establishment Agents engaged in the transportation of Marijuana Products shall contact the Company's originating location when stopping at and leaving any scheduled delivery location at an LME, and shall regularly, but not less than every 30 minutes, contact the Company's originating facility throughout the course of the transportation trip. 935 CMR 500.105(13)(e)(7).
- The Company's originating facility shall assign a Marijuana Establishment Agent or Agents to monitor the vehicle's GPS unit and the secure form of communication, log all official communications with the Marijuana Establishment Agent or Agents for every transportation trip of Marijuana Products to another LME. 935 CMR 500.105(13)(e)(8).

### TRANSPORTATION MANIFESTS

- Pursuant to 935 CMR 500.105(13)(f)(1), the Company's Marijuana Establishment Agents shall maintain a transportation vehicle manifest in triplicate, with the original manifest remaining at the Company's originating facility, the second copy to be provided to the destination LME upon the vehicle's arrival, and with the third copy to be kept in the possession of one of the two Marijuana Establishment Agents assigned to the transportation trip and to be returned to the Company's originating facility upon the vehicle's return.
- Pursuant to 935 CMR 500.105(13)(f)(3)(a)-(m), the manifest shall include, at minimum, the following:
  - The originating Marijuana Establishment name, address, and registration number;
  - The names and registration numbers of the Marijuana Establishment Agents who transported the marijuana products;
  - The name and registration number of the marijuana establishment agent who prepared the manifest;
  - The destination Marijuana Establishment name, address, and registration number;
  - A description of the marijuana products being transported, including the weight and form or type of product;
  - The mileage of the transporting vehicle at departure from the originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
  - The date and time of departure from originating Marijuana Establishment and arrival at destination Marijuana Establishment for each transportation;
  - A signature line for the Marijuana Establishment Agent who receives the marijuana products;
  - The weight and inventory before departure and upon receipt;
  - The date and time that the transported products were re-weighed and re-inventoried;
  - The name of the Marijuana Establishment Agent at the destination LME who re-weighed and re-inventoried products;
  - The vehicle make, model, and license plate number.
- Marijuana Establishment Agents shall securely transmit a copy of the manifest to the destination LME by facsimile or e-mail prior to transporting any Marijuana Products. 935 CMR 500.105(13)(f)(2).
- Pursuant to 935 CMR 500.105(13)(f)(4), the manifest shall be maintained in the vehicle during the duration of the transportation trip and until the delivery is completed to the LME.
- The Company shall retain all transportation manifests for no less than one year from the transportation trip and shall make any and all manifests available to the Commission upon request, in accordance with its record-keeping procedures and pursuant to 935 CMR 500.105(13)(f)(5).

## G7 Lab LLC

### MARIJUANA ESTABLISHMENT AGENT REQUIREMENTS

- Each and every employee or agent of the Company that is transporting or otherwise handling Marijuana Products shall comply with 935 CMR 500.105(13)(g) and maintain a valid Marijuana Establishment Agent registration card, a driver's license in good standing from the Massachusetts Registry of Motor Vehicles for the appropriate class of vehicle being utilized in transportation prior to transporting or otherwise handling Marijuana Products. All Company Marijuana Establishment Agents shall carry their Marijuana Establishment Agent registration card at all times during the transportation of Marijuana Products and shall furnish the card to the Commission or law enforcement officials upon request.

### DESIGNATED INDIVIDUALS WITH ACCESS TO THE TRANSPORTATION VEHICLE

- Pursuant to 935 CMR 500.105(14)(a) and (b), representatives of the Commission in the course of exercising their responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000, representatives of other state agencies of the Commonwealth, and emergency responders in the course of responding to an emergency, shall all have access to the Company's transportation vehicle and to its originating facility that is a LME.
- The Company acknowledges and intends to adhere to the language of 935 CMR 500.105(14) (b), which states that nothing in the Commission's regulations shall not be construed to prohibit access to authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within the ambit of their lawful jurisdiction.

## G7 Lab LLC

### **PREVENTION OF DIVERSION**

G7 Lab LLC's ("G7 Lab") anti-diversion procedures include methods for identifying, recording, and reporting diversion, theft, or loss and for correcting all errors and inaccuracies in inventories. All employees shall receive anti-diversion training as part of their initial and subsequent training. G7 Lab has worked diligently to foster a work environment that values employees and that demands a culture of professional responsibility to mitigate risk and create a safe work environment that our employees take pride in. Pursuant to 935 CMR 500.105(1)(l), G7 Lab's written operating procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Any and all discrepancies identified in G7 Lab's inventory system during a routine or special audit shall immediately be recorded and investigated as to the root cause. Pursuant to 935 CMR 105(13)(b), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Cannabis Control Commission and the applicable law enforcement authorities at the local and state levels not more than 24 hours after the discovery of any incident. In addition, discrepancies shall be recorded and reported according to G7 Lab's incident response plan.

Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers or designated staff shall have security designations to access products located in designated limited access areas. Monthly inventory checks in compliance with 935 CMR 105(8)(c)(2) will be conducted. Inventory shall remain locked and accessible only to limited designated agents and a manager.

In the event that there are any loss inventory discrepancies discovered by any employee, said discrepancy shall be promptly reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and Town of Littleton law enforcement authorities not more than 24 hours from the discovery of any incident, in accordance 935 CMR 500.105(13)(b). G7 Lab shall conduct an internal investigation to determine the appropriate consequences of the inventory discrepancy and to properly investigate the root cause of the discrepancy so as to minimize the likelihood of a repeated discrepancy of that specific origin.

G7 Lab will support employees in anti-diversion efforts as part of its employee orientation program, ongoing training, and creating a culture of transparency and professional integrity.

**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

G7 Lab LLC (“G7 Lab”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. G7 Lab shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(1)(b), G7 Lab is providing these personnel policies, including background check policies, for its Independent Testing Laboratory.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that G7 Lab determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. G7 Lab strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, G7 Lab has and follows a set of detailed written operating procedures. G7 Lab has developed and will follow a set of such operating procedures at its facility. G7 Lab’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (h) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (i) Alcohol, smoke, and drug-free workplace policies;
- (j) A plan describing how confidential information will be maintained;
- (k) A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States

## G7 Lab LLC

2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by Other Jurisdictions;
4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by an Other Jurisdiction, with regard to any professional license or registration held by the applicant;
5. a nonrefundable application fee paid by the Independent Testing Laboratory with which the Independent Testing Laboratory Agent will be associated; and
6. any other information required by the Commission.

An Independent Testing Laboratory Person Having Direct Control registered with the Massachusetts DCJIS pursuant to 803 CMR 2.04: *iCORI Registration* shall submit to the Commission a CORI report and any other background check information required by the Commission for each individual for whom the Independent Testing Laboratory seeks a Laboratory Agent registration, obtained within 30 calendar days prior to submission. 935 CMR 500.029(4)

An Independent Testing Laboratory shall notify the Commission no more than one business day after a Laboratory Agent ceases to be associated with the Independent Testing Laboratory. The Laboratory Agent's registration shall be immediately void when the agent is no longer associated with the Independent Testing Laboratory. 935 CMR 500.029(5)

After obtaining a Registration Card for a Laboratory Agent, an Independent Testing Laboratory is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within 5 business days of any changes to the information that the Independent Testing Laboratory was previously required to submit to the Commission or after discovery that a Registration Card has been lost or stolen. 935 CMR 500.029(7)

A Laboratory Agent shall always carry the Registration Card associated with the appropriate Independent Testing Laboratory while in possession of Marijuana Products, including at all times while at an Independent Testing Laboratory, or while transporting Marijuana or Marijuana Products. 935 CMR 500.029(8)

A Laboratory Agent affiliated with multiple Independent Testing Laboratories shall be registered as a Laboratory Agent by each Independent Testing Laboratory and shall be issued a Registration Card for each lab. 935 CMR 500.029(9)

Laboratory Agents are strictly prohibited from receiving direct or indirect financial compensation from any Marijuana Establishment for which the Laboratory Agent is conducting testing, other than reasonable contract fees paid for conducting the testing in the due course of work. 935 CMR 500.029(10)

Laboratory Agents shall not be employed by other types of Marijuana Establishments while employed as a Laboratory Agent at one or more Independent Testing Laboratories. 935 CMR 500.029(11)

An Independent Testing Laboratory or any associated Person or Entity Having Direct or Indirect Control, may not have a License in any other class. 935 CMR 500.050(1)(b)(2)



## G7 Lab LLC

### **DIVERSITY PLAN**

G7 Lab (“G7 Lab” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make G7 Lab a leader and champion of diversity, both in the Town of Littleton and throughout the broader Massachusetts cannabis industry.

G7 Lab’s commitment to diversity is reflected in the following Goal, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal: Achieve at least 10% of our staffing needs from women (5%) and minorities (5%).

#### **Programs to Achieve Diversity Goal:**

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of G7 Lab’s corporate hierarchy and across all departments. Membership on the CDI shall be determined by seniority of the employee and the composition of the CDI shall be comprised of at least 33% people who are minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+ community.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+community, both through in-house hiring initiatives and participation in online diversity job boards including but not limited to <https://diversityjobs.com/> and <https://www.pdnrecruits.com/> and in-person job fairs at least annually and as staffing needs merit.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

#### **Measurements:**

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of G7 Lab’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow G7 Lab to adjust our programs in the event that our goal is not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 10% of our staffing needs from women and minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by G7 Lab’s total staffing at its Littleton facility to determine the percentage achieved.

## G7 Lab LLC

### INVENTORY PROCEDURES

G7 Lab LLC (“G7 Lab”) will ensure that its inventory control procedures meet or exceed all of the Massachusetts Cannabis Control Commission’s regulations found at 935 CMR 500.105(8).

G7 Lab shall utilize a Commission-approved seed-to-sale software program capable of interfacing with the Commonwealth’s METRC software platform and that includes tags with unique alphanumeric codes to identify and track all marijuana and marijuana-infused products.

G7 Lab shall maintain a real-time inventory pursuant to 935 CMR 500.105(8)(c) and (d), with said real-time inventory to include all marijuana and marijuana-infused products in its facility inventory. 935 CMR 500.002 provides the following definition: Real-time Inventory or Seed-to-sale tracking means an electronic system that provides the electronic tracking of an individual cannabis or marijuana plant, including its testing of marijuana or marijuana infused products. G7 Lab’s registered marijuana establishment agents shall utilize the seed-to-sale tracking methodology approved by the Commission under 935 CMR 500.000.

G7 Lab shall:

- Establish inventory controls and procedures for the conduct of inventory reviews.
- Conduct a monthly inventory of marijuana in the establishment;
- Conduct a comprehensive annual inventory;
- Promptly transcribe inventories if taken by use of an audio recording device. The record of each inventory shall include but not limited to:
  - Inventory Date
  - Inventory Summary
  - Findings (if necessary)
  - Names, signatures, and titles of the registered marijuana establishment agent(s) who conducted the inventory.

Registered marijuana establishment agents that identify any discrepancies during inventory will report such discrepancy to the Commission if an internal audit and investigation fails to resolve the discrepancy. Discrepancies caused by diversion or theft will be promptly reported (and in no event longer than 24 hours after discovery, pursuant to 935 CMR 500.110(7)(a)(1)) to the Cannabis Control Commission and the Police Department.

G7 Lab will adhere to all applicable tax laws in the Commonwealth, including, but not limited to, the laws regarding taxation, filing, seizure, and audit.

# Exhibit D

## Item 7

7. The quantity of Marijuana and Marijuana products that will be cultivated, processed, manufactured, packaged, transported, tested or studied at the marijuana establishment as applicable.

As per my business plan the anticipated testing volume is 75 specimens per week for the 1<sup>st</sup> year. With testing requirement of approximately 1 gram per test i.e. approximately 75 grams or 2.64 ounces of marijuana or marijuana infused products tested per week.

Anticipated testing per day 15 samples = 15 grams or 0.5 ounces of marijuana or marijuana infused products. While testing the marijuana must be mixed with solvents and in a unconsumable form thereafter.

# Exhibit E

## Item 8

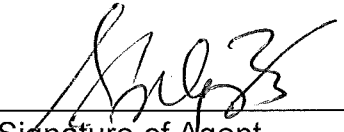
Date:07/10/2020

Planning Board of Littleton MA  
37 Shattuck St, Room 303  
Littleton, MA 01460

Subject: Written Statement of non-consumption on premises of the  
Laboratory.

Dear Chair and Board Members:

Signed under the pains and penalties of perjury, I Shankar P. Gautam an  
authorized representative of G7 Labs LLC certify that no marijuana or marijuana  
products will be smoked, burned, or consumed by anyone on the premises as a part of  
cultivation, manufacturing, testing or researching operations.

  
\_\_\_\_\_  
Signature of Agent

6-14-2020  
\_\_\_\_\_  
Date:

Name: Shankar P. Gautam

Title: LEO1 Technical Manager

Entity: G7 Lab LLC

Thank you!  
Shankar P. Gautam.  
G7 Lab LLC  
160 Ayer Rd, Unit 3  
Littleton, MA 01460.

# Exhibit F

## Item 9

9. Name and Addresses of each owner of the Marijuana Establishment and where the owner is a business entity, the name and address of each owner of the establishment.

- Bussiness Entity : G7 lab LLC,  
160 Ayer Road, Unit 3,  
Littleton, MA 01460.

- Owners Name and Address
  - Shankar P. Gautam  
99 Pond Ave Unit 408  
Brookline, MA 02445
  - Pratima Bhattarai  
99 Pond Ave Unit 408  
Brookline, MA 02445



# Exhibit G

## Item 10a

**AMENDED AND RESTATED OPERATING AGREEMENT**

**OF**

**G7 LAB LLC**

(a Member-Managed Massachusetts Limited Liability Company)

**Effective as of April 1, 2020**

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
G7 LAB LLC**

(a Massachusetts Limited Liability Company)

This AMENDED AND RESTATED OPERATING AGREEMENT (this “*Agreement*”) of G7 LAB LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of April 1, 2020 by and among the Company, Shankar P. Gautam, a domiciliary of the Commonwealth of Massachusetts, Pratima Bhattarai, a domiciliary of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

This Agreement supersedes and replaces all prior agreements, written or oral, between each of its signatories, on any subject matter provided for in this Agreement or on any subject related to the governance of the Company or the rights, duties, powers and obligations of the Members of the Company to each other. Without limiting the generality of the foregoing, this Agreement supersedes and replaces, in its entirety, that certain Operating Agreement of the Company having an execution date of May 7<sup>th</sup>, 2019.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on February 18, 2019;

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

**GENERAL**

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on Schedule B attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be G7 LAB LLC.

Principal Office. The principal office of the Company shall be at 160 Ayer Rd, Unit 3, Littleton, MA 01460 or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on February 18, 2019, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purpose. Within the meaning of 935 CMR 500.1 *et. seq.*, and the other rules and regulations set forth by the Cannabis Control Commission or any other law or rule of the Commonwealth of Massachusetts related to the conduct of a lawful cannabis-related business, the principal purpose of the Company is to conduct a lawful cannabis-related business, specifically, a lawful cannabis testing facility. The Company is authorized to perform any act necessary and incidental to further its principal purpose. No term or provision of this Agreement inconsistent with such purpose is enforceable.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Special Provisions Relating to the Operation of a Cannabis-Related Business in Massachusetts. To the extent required under the laws of the Commonwealth of Massachusetts including, without limitation, the applicable rules and regulations of the Cannabis Control Commission, the Company shall have the stated and specific purpose of operating a lawful cannabis-related business. Other provisions of this Agreement notwithstanding, the Company shall have no power, nor any of its Members or Managers have the power, to cause the

Company to do anything, or be organized in any fashion, with such applicable laws. No person may be a Member whose status as a Member or holder of any Units of the Company would cause the Company to be ineligible to receive a license to conduct a cannabis-related business in the Commonwealth of Massachusetts. The commission of any act by any Member tending to render the Company ineligible for a license to conduct a cannabis-related business in Massachusetts shall constitute sufficient independent grounds for the expulsion of that Member, without recourse and without the need for notice, from the Company. No person who is a license-holder or partial holder or owner of a license to conduct any cannabis-related business other than a licensed Massachusetts cannabis testing facility may be a Member or hold any actual or *de facto* interest in, or control over, the Company. Any Member's acquiring or attempting to acquire such an interest shall terminate, by operation of law and without notice, that Member's interest in the Company.

## MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units to the extent such Units bear Management Interests with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the

Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a "*Deadlock*"), the Deadlock shall be resolved as follows:

1. The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.
2. If after 30 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company ("*New Units*") without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the "*Preemptive Rights*");

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member's Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member's Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom, except to the extent that no Member may have any such interests, investments, or loans owed from any lawful cannabis business that is not a Massachusetts cannabis testing facility.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, other than a lawful cannabis business that is not a Massachusetts cannabis testing facility, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; provided, however, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; provided, however, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Members shall cause Schedule A to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial

information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt



other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the initial Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Determining the Board; Procedures for Board Elections. The Board may expand or reduce its number at any time by the unanimous decision of the Board Members (except,

where being reduced, the assent of a Board Member being removed by such a reduction is not required unless that Board Member is one of the initial Members of the Company, in which case the Initial Members shall act in unanimity). The Board may create additional Board Member seats without the specific appointment of such a Board Member. The addition or removal of a Board Member shall not affect a Members' status *qua* a Member, i.e., the removal of a Board Member from the Board shall not constitute the expulsion of that Member from the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$10,000 in a single transaction or series of related transactions shall require the Manager to deliver written notice of such transaction to the Members, who may vote upon such transaction at their discretion.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Shankar Gautam.

Officers. The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be

removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions. The Company shall have a Manager who is also a Member, who shall have all the powers of a Manager under the Act and as provided for in this Agreement. The initial Manager of the Company shall be Member Shankar Gautam, who may not be removed without his consent.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

## **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on Schedule A to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

### Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

## ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

§280E Profits and Losses. In the event that the Company ends its fiscal year with a net cash balance lower than the net cash balance with which it began the year, the Company shall be deemed to have had a "Loss" to that extent regardless of the tax deductibility of certain of the Company's expenses owing to the provisions of §280E of the Code. The Company may not pass along any gains to any Member where, but for §280E of the Code, the Company would have taken a Loss as set forth on its tax return for that year. Any such gains (or "Profits"), where there are gains on the basis of the §280 non-deductibility of certain otherwise-deductible expenses, shall be deemed retained earnings by the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under

Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

## DISTRIBUTIONS

### Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "*Tax Distribution*."

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

## TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, "*Transfer*") all or any portion of such Member's Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

### Members' Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a "*Selling Member*"), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the "*Terms*"). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the "*For Sale Units*") and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the "*Notice Period*") to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective

registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

## **DISSOLUTION AND TERMINATION**

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 30 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

### Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

## EXCULPATION AND INDEMNIFICATION

### Exculpation of Covered Persons.

Covered Persons. As used herein, the term "*Covered Person*" shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.



Principal Office. The principal office of the Company shall be at 160 Ayer Rd, Unit 3, Littleton, MA 01460 or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on February 18, 2019, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purpose. Within the meaning of 935 CMR 500.1 *et. seq.*, and the other rules and regulations set forth by the Cannabis Control Commission or any other law or rule of the Commonwealth of Massachusetts related to the conduct of a lawful cannabis-related business, the principal purpose of the Company is to conduct a lawful cannabis-related business, specifically, a lawful cannabis testing facility. The Company is authorized to perform any act necessary and incidental to further its principal purpose. No term or provision of this Agreement inconsistent with such purpose is enforceable.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Special Provisions Relating to the Operation of a Cannabis-Related Business in Massachusetts. To the extent required under the laws of the Commonwealth of Massachusetts including, without limitation, the applicable rules and regulations of the Cannabis Control Commission, the Company shall have the stated and specific purpose of operating a lawful cannabis-related business. Other provisions of this Agreement notwithstanding, the Company shall have no power, nor any of its Members or Managers have the power, to cause the

Company to do anything, or be organized in any fashion, with such applicable laws. No person may be a Member whose status as a Member or holder of any Units of the Company would cause the Company to be ineligible to receive a license to conduct a cannabis-related business in the Commonwealth of Massachusetts. The commission of any act by any Member tending to render the Company ineligible for a license to conduct a cannabis-related business in Massachusetts shall constitute sufficient independent grounds for the expulsion of that Member, without recourse and without the need for notice, from the Company. No person who is a license-holder or partial holder or owner of a license to conduct any cannabis-related business other than a licensed Massachusetts cannabis testing facility may be a Member or hold any actual or *de facto* interest in, or control over, the Company. Any Member's acquiring or attempting to acquire such an interest shall terminate, by operation of law and without notice, that Member's interest in the Company.

## MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units to the extent such Units bear Management Interests with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the

Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a "*Deadlock*"), the Deadlock shall be resolved as follows:

1. The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.
2. If after 30 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company ("*New Units*") without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the "*Preemptive Rights*"):

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member's Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member's Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom, except to the extent that no Member may have any such interests, investments, or loans owed from any lawful cannabis business that is not a Massachusetts cannabis testing facility.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, other than a lawful cannabis business that is not a Massachusetts cannabis testing facility, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; provided, however, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide* employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; provided, however, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. The Members shall cause Schedule A to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial

information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt

to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (y) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

## **MANAGEMENT AND OFFICERS**

Management. The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Members of the Company shall be Shankar P. Gautam, a domiciliary of the Commonwealth of Massachusetts, and Pratima Bhattarai, a domiciliary of the Commonwealth of Massachusetts. A Member may be removed only for cause. The Members may style themselves or hold themselves out to the general public as a "Member" or other customary and usual terms denoting the authority to act on behalf of the Company.

Where the Members designate one or several of themselves as Managers, such designation shall be by their unanimous consent, and shall confer only those powers permitted by the Act, which the Members may limit or expand at their discretion.

Specific Rights and Powers of the Board. The Company shall have a Board of Directors initially comprised of the initial Members of the Company. The Board may make any decisions on behalf of the Company, or delegate such powers to those Members comprising the Board at their discretion. Decisions among Members of the Board, where the Board has an even number of Members, shall be subject to the deadlock provisions regarding mediation and other resolution provided as to ordinary decisions of the Members. Any decision that the Manager makes shall be deemed made by the Board except where the Board expressly prohibits or overrides an action of the Manager.

Without limiting the generality of this Section, the Board shall have the power and authority on behalf of the Company to do the following, except where such act would constitute an act requiring a vote as provided elsewhere herein:

Execute any and all documents or instruments of any kind that the Member deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and

other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the initial Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Determining the Board; Procedures for Board Elections. The Board may expand or reduce its number at any time by the unanimous decision of the Board Members (except,

where being reduced, the assent of a Board Member being removed by such a reduction is not required unless that Board Member is one of the initial Members of the Company, in which case the Initial Members shall act in unanimity). The Board may create additional Board Member seats without the specific appointment of such a Board Member. The addition or removal of a Board Member shall not affect a Members' status *qua* a Member, i.e., the removal of a Board Member from the Board shall not constitute the expulsion of that Member from the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$10,000 in a single transaction or series of related transactions shall require the Manager to deliver written notice of such transaction to the Members, who may vote upon such transaction at their discretion.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Shankar Gautam.

Officers. The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be



removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions. The Company shall have a Manager who is also a Member, who shall have all the powers of a Manager under the Act and as provided for in this Agreement. The initial Manager of the Company shall be Member Shankar Gautam, who may not be removed without his consent.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

## **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on Schedule A to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

### Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

## ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; provided, however, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

§280E Profits and Losses. In the event that the Company ends its fiscal year with a net cash balance lower than the net cash balance with which it began the year, the Company shall be deemed to have had a "Loss" to that extent regardless of the tax deductibility of certain of the Company's expenses owing to the provisions of §280E of the Code. The Company may not pass along any gains to any Member where, but for §280E of the Code, the Company would have taken a Loss as set forth on its tax return for that year. Any such gains (or "Profits"), where there are gains on the basis of the §280 non-deductibility of certain otherwise-deductible expenses, shall be deemed retained earnings by the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under

Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

## DISTRIBUTIONS

### Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a "*Tax Distribution*."

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

## TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, "*Transfer*") all or any portion of such Member's Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

### Members' Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a "*Selling Member*"), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the "*Terms*"). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the "*For Sale Units*") and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the "*Notice Period*") to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member's Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member's Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective

registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

## **DISSOLUTION AND TERMINATION**

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 30 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

### Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

## EXCULPATION AND INDEMNIFICATION

### Exculpation of Covered Persons.

Covered Persons. As used herein, the term "*Covered Person*" shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

## MISCELLANEOUS PROVISIONS

Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on Schedule A to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach,

or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

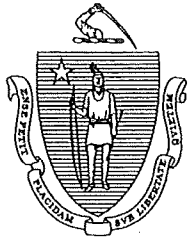
Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however,* that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.



# Exhibit H

## Item 10b



William Francis Galvin  
Secretary of the  
Commonwealth

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

March 16, 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

**G7 LAB LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 18, 2019.**

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

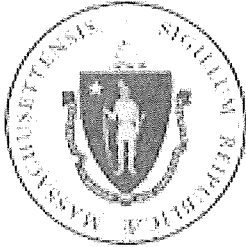
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

# Exhibit I

## Item 10c



**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

**Annual Report**

(General Laws, Chapter )

Identification Number: 001369282

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: G7 LAB LLC

1.b. The exact name of the limited liability company *as amended*, is: G7 LAB LLC

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

No. and Street: 160 AYER RD  
UNIT 3  
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

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

No. and Street: 160 AYER RD  
UNIT 3  
City or Town: LITTLETON State: MA Zip: 01460 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 LABORATORY TESTING SERVICES.

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

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

Name: SHANKAR P. GAUTAM  
No. and Street: 99 POND AVE  
408 D  
City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

**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	SHANKAR GAUTAM	160 AYER RD LITTLETON, MA 01460 USA

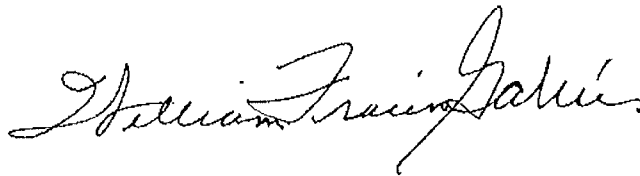
**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

February 14, 2020 10:04 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Exhibit J

## Item 12

## **INDENTURE OF LEASE (the "Lease")**

THIS INDENTURE OF LEASE made as of May 1, 2025, by and between **MR3 LLC** of 160 Ayer Road, Suite 1, Littleton, MA 01460 (hereinafter referred to as "Landlord") and **G7 Lab, LLC** of 160 Ayer Road, Suite 3, Littleton, MA 01460 (hereinafter referred to as "Tenant").

### **ARTICLE I** **PREMISES**

Section 1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, that commercial space (which is hereinafter referred to as the "Premises") containing approximately 3,388 square feet located at and known as 160 Ayer Road, Suite 3, Littleton, MA 01460. Attached hereto as Exhibit A are floor plans for said Premises.

Excepting and reserving to Landlord the roof and exterior walls of the Building or buildings of which the interior Premises are a part; and further reserving to Landlord the right to place in the Premises necessary utility lines, pipes, conduits and the like, to serve premises other than the Premises, and to replace and maintain and repair such utility lines, pipes, conduits and the like in the Premises as may have been installed in the Building.

The Premises is leased to Tenant subject to and with the benefit of all covenants, restrictions and agreements of record to the extent in force and applicable.

Section 2. Wherever in this Lease the term "Building" is used, said term encompasses the parcel known as 160 Ayer Road, Littleton, MA 01460, including any and all existing and future structures, parking facilities, common facilities, and the like built or to be built thereon, as the same may from time to time be reduced, or increased by the addition of other lands, together with structures and the like thereon which may have been or may from time to time be so designated by Landlord by written notice to Tenant.

### **ARTICLE II** **LEASE TERM**

Section 1. TO HAVE AND TO HOLD the Premises unto the Tenant for the term from May 1, 2025 ("Commencement Date") Date through April 30, 2030 (hereinafter referred to as the " Lease Term") immediately following the Commencement Date, as hereinafter defined.

Section 2. The Term shall begin on the Commencement Date and shall end on April 30, 2030 (hereinafter referred to as the "Termination Date"), unless extended as set forth in Article III below or unless said Lease Term is sooner terminated as hereinafter set forth.

The term "Lease Year" shall mean the period of twelve (12) consecutive calendar months commencing on the Commencement Date if the Commencement Date shall fall on the first day of a month, or if the Commencement Date falls on a date other than the first day of a month, then commencing on the first day of the first calendar month preceding the Commencement Date, and each period of twelve (12) consecutive calendar months thereafter during the Lease Term. In the

event that the Commencement Date shall fall on a date other than the first day of a month, the period of time between the Commencement Date to the first day of the first month preceding the Commencement Date shall be included in the first Lease Year and Rent hereunder shall be prorated for that first month.

Section 3. The Premises shall be deemed to be ready for fit-up and occupancy by Tenant as of the Commencement Date.

Section 4. Tenant shall perform, in a good and workmanlike manner, and at its sole cost and expense, all of its work necessary to fit up the Premises and shall equip the Premises with new or completely reconditioned trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and open for business as soon thereafter as possible.

Section 5. Tenant's continued occupancy of the Premises shall be conclusive evidence of Tenant's acceptance thereof and Tenant's acknowledgment that the same are in good order and satisfactory condition and that Landlord has complied with all of the terms and conditions of this Lease.

### **ARTICLE III** **BASE RENT**

Section 1. Commencing on the Commencement Date and continuing thereafter on the first day of each calendar month during the Lease Term, Tenant covenants and agrees to pay to Landlord, at Landlord's office at 160 Ayer Road, Suite 1, Littleton, MA 01460 or at such place as Landlord shall from time to time designate in writing, base rent (hereinafter called "Base Rent") for said Premises as follows:

The Tenant shall pay to the Landlord Base Rent as follows:

<b>Term:</b>	<b>Rent Per Sq. Ft.*:</b>	<b>Yearly:</b>	<b>Monthly:</b>
<b>Year 1:</b> May 1, 2025 - April 30, 2026			
<b>Year 2:</b> May 1, 2026 - April 30, 2027			
<b>Year 3:</b> May 1, 2027 - April 30, 2028			
<b>Year 4:</b> May 1, 2028 - April 30, 2029			
<b>Year 5:</b> May 1, 2029 - April 30, 2030			

\* The rent per square foot is rounded up to the nearest cent.

The Base Rent aforesaid shall be paid by Tenant on the first day of each and every month during the Lease Term, in advance, without demand, deduction, abatement, counterclaim or set-off.

Section 2. The Tenant shall have two (2) additional five-year extension options (the "Extension Options") to extend the Lease for an additional period of five (5) years commencing on May 1, 2030 and terminating on April 30, 2035 (the "First Extension Term") and for an additional period of five (5) years commencing on May 1, 2035 and terminating on April 30, 2040 (the "Second Extension Term") (the First Extension Term and the Second Extension Term shall collectively referred to as the "Extension Term" or "Extension Terms"). The Extension Options may be exercised by Tenant by delivering to Landlord a written request (the "Extension Request") to



extend the Lease thereof not later than nine (9) months prior to the expiration of the Lease Term or Extension Term, as applicable. Tenant's right to exercise an Extension Option is conditioned upon (a) Tenant not being in default of the Lease beyond any applicable notice, grace or cure periods at the time such option is exercised and; (b) the Lease being in full force and effect. During the Extension Term, Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g. moving allowance, construction allowance, and the like) or other Tenant inducements, except as stated herein, if any. The Extension Terms shall be on all the same terms, covenants and conditions as this Lease, except that the Base Rent rental rate shall be one hundred (100%) percent of the market rental rate for comparable space in comparable buildings in the general vicinity of the Premises (with respect to age, use, quality and location, but in no event less than the Basic Rental Rate in effect during the last twelve (12) months of the then expiring Lease Term or Extension Term, as applicable).

Section 3. Monthly installments of Base Rent shall be due and payable upon the first day of each month throughout the Lease Term. Any payments received after the tenth day of the month ("Rent Grace Period") will bear interest at 1.5% per month as Additional Rent (hereinafter "Late Charge"), which Late Charge shall accrue from the first day of the month. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in the event that Rent is received by Landlord after the first day of the month on two (2) or more occasions in any twelve (12) month period, the Rent Grace Period shall no longer be available to Tenant for the remainder of the Term or any extension thereof and a Late Charge on Rent then shall accrue and be immediately payable if Rent is not received by Landlord on the first day of the month. Landlord may collect any such amounts as Additional Rent.

Section 4. Tenant shall pay in full the first month's rent (prorated for any partial month), and a security deposit in the amount of first and last months' rent at the time of execution of this Lease.

#### **ARTICLE IV**

Intentionally omitted.

#### **ARTICLE V** **CONDOMINIUM**

Tenant acknowledges that the Premises is a part of the Littleton Industrial Center Condominium Association (hereinafter, the "Condominium" or "Condominium Association") which is governed by certain condominium documents, including but not limited to Master Deed, Condominium Trust, which are recorded at the Middlesex South County Registry of Deeds in Book 17156, Page 291 and 360 respectively, and rules and regulations (collectively, the "Condominium Documents"). Said Condominium Documents contain certain obligations of parties owning and occupying units within the Condominium and as such the Tenant agrees to be bound by and adhere to the provisions contained in said Condominium Documents.

#### **ARTICLE VI** **ADDITIONAL RENT – TAXES AND MAINTENANCE OF COMMON AREAS**

The Tenant shall pay to the Landlord as Additional Rent the following:

**Section 1. Taxes.** Tenant covenants and agrees to pay, as Additional Rent, with respect to each calendar or other tax year beginning or ending during the Lease Term hereof, an amount equal to the actual cost of the real estate taxes (including betterments and other special assessments) allocated to the Premises for such tax year. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for such period attributable to each taxing authority. Tenant's payments of real estate taxes shall be adjusted for and with respect to any partial tax years on a per diem basis. The expression "real estate taxes" shall include all general and special assessments, so-called, rent taxes, and other governmental charges which may be charged, assessed or imposed upon the Premises or Landlord.

**Section 1.1. Tax Payments.** Payment of the Premises' real estate taxes, subject to change from time to time, shall be paid, as Additional Rent, monthly, and at the times and in the fashion herein provided for the payment of Base Rent. Copies of tax bills submitted by Landlord with any such statement shall be conclusive evidence of the amount of real estate taxes charged, assessed or imposed. The initial monthly payment on account of the Tenant's real estate tax payments during the first year shall be replaced each year by a payment which is one-twelfth (1/12th) of the Premises' real estate taxes for the immediately preceding tax year. An equitable adjustment shall be made in the event of any change in the method or system of taxation from that which is now applicable, including without limitation any change in the dates and periods for which such taxes were levied. Tenant shall pay all taxes upon its signs and other property in or upon the Premises and Tenant covenants and agrees to pay promptly when due all municipal, county, state, and federal taxes assessed against Tenant's leasehold interest and Tenant's fixtures, furnishings, equipment, stock-in-trade, and other personal property of any kind owned, installed, or existing in the Premises.

**Section 2. Condominium Fees.** Tenant and its officers, employees, agents, customers, and invitees shall have the right, in common with Landlord and all others to whom Landlord or Condominium Association may from time to time grant rights, to use the shared improvements and common areas of the Building, if any, and of the Building of which the Premises is a part (the "Common Areas"), for their intended purposes subject to such reasonable rules and regulations imposed by the Condominium Association, including the designation of specific areas in which cars owned or operated by Tenant, its officers, employees, and agents must be parked. Tenant agrees after notice thereof to abide by such rules and regulations and to cause its officers, employees, agents, customers, and invitees to conform thereto. Subject to the rights of the Condominium Association, Landlord shall at times have full control, management, and direction of the Common Areas and the right to put the Common Areas to such use as the Landlord may determine at its sole discretion. The Tenant is prohibited from utilizing any Common Areas or exterior area for the storage of any items including pallets, etc., without the consent of the Landlord. Subject to the rights of the Condominium Association, Landlord shall have the right at any time and from time to time to change the layout of the Common Areas including, but without limitation, the right to add to or subtract from their shape and size and to alter their location; provided, however, Landlord shall always maintain such amount of parking in the Common Areas as may be required by local zoning law or ordinance at the time of such parking area's original construction. Overnight parking of vehicles is specifically prohibited without written approval from Landlord.

**Section 2.1. Charges for Common Areas.** Tenant shall pay the monthly condominium fees attributable to the Premises during the Term of this Lease as Additional Rent and in the manner hereafter provided. Payment on account of the Condominium Fees shall be paid as Additional Rent, monthly, and at times and in the fashion herein provided for the payment of Base Rent based initially

on Landlord's reasonable estimate.

Section 3. Intentionally omitted for continuity.

Section 4. Tenant shall pay for all taxes on personal property of Tenant stored or located within the Premises.

Section 5. Tenant shall maintain, repair and replace if necessary the heating system and equipment exclusively servicing the Premises. If Landlord, in its sole discretion, installs a new or replacement capital item for the Premises, the cost of such item amortized (including interest at the rate paid by Landlord under its first mortgage) over its useful life in accordance with generally accepted accounting principles shall be included in as Additional Rent.

## **ARTICLE VII** **PARKING**

Landlord agrees that Tenant may, during the Lease Term hereof with others, have the nonexclusive right to use the parking facilities of the Building for the accommodation and parking of such automobiles of Tenant, its officers, agents and employees, and its customers while doing business in the Building; but it is understood and agreed that Landlord shall have the right to designate from time to time and to change from time to time, the location and direction of parking lanes and other common facilities. Tenant shall follow all rules and regulations regarding said parking and all other rules and regulations adopted by the Condominium Association.

## **ARTICLE VIII** **UTILITIES**

The Condominium Association provides water to all units as part of the Condominium fees. Other than water, Tenant shall pay for all utilities furnished to the Premises, including, but not limited to, gas, electricity, internet, and the like, including all utilities necessary for heating and air conditioning within the Premises. In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any utility services, nor shall tenant be entitled to any abatement or rent by reason of the same.

## **ARTICLE IX** **USE OF PREMISES**

Section 1. It is understood, and the Tenant so agrees, that the Premises during the Lease Term shall be used and occupied by the Tenant for the purpose of operating a testing laboratory for adult use cannabis and related general office space related thereto. No other use or uses of the Premises shall be permitted without Landlord's consent, which consent shall not be unreasonably withheld.

Section 2. Tenant further agrees to conform to the following provisions during the Least Term:

(a) Tenant shall not use the sidewalks adjacent to the Premises or the recessed vestibules, if any, of the Premises for business purposes without the previous written consent of the Landlord;

- (b) Tenant shall keep the display windows of the Premises;
- (c) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in covered metal or rubber cans, which metal or rubber cans shall be kept within the Premises at all times, and in no event stored outside of the same unless Landlord shall so direct; and if provision is made by Landlord for trash and refuse compacting and/or removal by a contractor, Tenant agrees to use said services and/or said contractor, as Landlord may direct, and to pay the rate established therefore from time to time. In the event Tenant fails to remove any accumulation of rubbish within forty-eight (48) business hours after notice from Landlord to remove the same, in which event the cost thereof shall be paid by Tenant as Additional Rent immediately upon demand pursuant to Article VI of this Lease;
- (d) Tenant shall not perform any act or carry on any practice which may injure the Premises, the Building or any other part of the Building or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), to be emitted from the Premises. Tenant shall comply fully with all rules, regulations, restrictions and requirements relating to the Condominium's septic system and all systems, components and facilities relating thereto enacted and amended by the Condominium Association and/or Landlord from time to time;
- (e) Tenant covenants that from and after the Commencement Date, it shall operate its business at all times in a first-class manner consistent with reputable business standards and practices so as to help establish and maintain a high reputation for the Building;
- (f) Tenant shall at all times fully and adequately heat (as the circumstances require) the interior of the Premises;
- (g) Tenant agrees that it and its employees and others connected with Tenant's operations at the Premises will abide by all rules and regulations from time to time established by Landlord with respect to the Premises or by the Condominium Association.
- (h) Tenant shall not place on the exterior of the Premises (including, but without limitation, windows, doors and entrance lobbies) any signs other than those which shall first have been approved by Landlord's architect, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord's architect for approval; all interior signs must be professionally prepared and shall be limited in number.
- (i) Tenant shall not, without Landlord's prior written consent, keep anything within the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or any other part of the Building. Tenant shall pay as Additional Rent, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupation of the Premises. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

Section 3. Notwithstanding any other provisions of this Lease, Tenant covenants and agrees that it will not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of Landlord which may be withheld in Landlord's reasonable discretion. In any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay Base Rent, Additional Rent, and other amounts provided for under this Lease. This prohibition shall be deemed to include a prohibition against any assignment or subletting by operation of law. In the event of a violation of this provision by Tenant, the Landlord shall have the remedies provided in Article XVI hereof. Tenant agrees to reimburse

Landlord for any and all reasonable attorneys' fees incurred by Landlord in conjunction with the processing and documentation of any requested assignment, subletting, licensing or concession agreement, change or ownership or hypothecation of this Lease or Tenant's interest in and to the Premises.

## **ARTICLE X** **MAINTENANCE**

Section 1. Except as hereinafter provided, Landlord shall cause the Building in which the Premises is a part to be maintained in good order, condition, and repair, including the foundations, roof and exterior walls of the Premises to the extent, but only to the extent, originally constructed by Landlord (except glass and glass windows and doors and the so-called storefront, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the Premises, but this Section 1 of Article X is not intended to refer to damage by fire or other risk to the Premises or condemnation, provision for which is hereafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the Premises is delivered to Tenant, and until the end of the Lease Term, it will keep neat, clean, safe and sanitary, and maintain in good order, condition and repair, the Premises and every part thereof, including, without limitation, the storefront and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises, all plumbing and sewerage facilities located within or exclusively servicing the Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all wiring, electrical systems, mechanical systems, building appliances, heating systems and equipment and similar equipment located within and exclusively servicing the Premises. Tenant further agrees that the Premises shall be kept in a clean, safe and sanitary condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Littleton, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the Premises without first obtaining, in each instance, the written consent of Landlord, except that Tenant may make non-structural alteration to the interior of the Premises costing not more than ten thousand (\$10,000.00) Dollars in the aggregate, upon the condition that such alterations shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner and further upon condition that Tenant shall give written notice thereof to Landlord specifying the proposed alterations.

Any and all alterations, additions and improvements made or installed by or on behalf of Tenant shall remain the property of Tenant for the Lease Term, and shall not be removed from the Premises without prior written consent of Landlord. All such alterations, additions and improvements shall remain upon the Premises at the expiration or earlier termination of this Lease and shall thereupon become the property of Landlord, unless Landlord shall have given written notice to Tenant to remove all or any part of the same, in which event Tenant shall remove such alterations, additions and improvements and restore the Premises to the same good order and condition in which it was at the commencement of this Lease, reasonable wear and tear excepted.



Should Tenant fail so to do, Landlord may do so, collecting from Tenant, upon demand, the cost and expense thereof as Additional Rent.

All trade equipment, trade fixtures, furniture and furnishings installed by Tenant in the Premises may be removed at the expiration or earlier termination of this Lease provided Tenant shall promptly restore the Premises to their original order and condition, reasonable wear and tear excepted. Any trade equipment, trade fixtures, furniture, furnishings or other property of Tenant not removed at or prior to such expiration or termination shall be and become the property of Landlord and may be retained by Landlord or disposed of by Landlord at Tenant's expense.

Section 4. The Tenant shall at the expiration or earlier termination of this Lease remove all Tenant's goods and effects from the Premises, (including, without hereby, limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the Lease Term, or as they were put in during the Lease Term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's moveable property from the Premises at the time of surrender of the Premises, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Should Tenant or any party claiming under Tenant remain in possession of the Premises, or any part thereof, after the termination of this Lease, no tenancy or interest in the Premises shall result and such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to double the Base Rent, Additional Rent and any other sums to be paid as specified herein for any period during which Tenant shall hold the Premises after the stipulated Lease Term may have terminated or have expired.

## **ARTICLE XI**

### **INDEMNITY AND PUBLIC LIABILITY INSURANCE**

Section 1. Tenant agrees to indemnify and save harmless the Landlord, its officers, directors, employees, contractors, guests, invitees and agents from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Lease Term hereof in or about the Premises and the Building, or arising from any accident, injury or damage occurring outside of the Premises but within the Building, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the Lease Term hereof a Commercial General Liability Insurance policy with public liability and property damage insurance under which

the Landlord (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this Article XI. Each such policy shall be noncancelable with respect to the Landlord and Landlord's said designees without at least thirty (30) days' prior written notice to landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be \$2,000,000 per occurrence. The Tenant shall deposit with the Landlord copies of certificates for such insurance. Certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

Section 3. Tenant agrees to use and occupy the Premises, and to use such other portions of the Building as it is herein given the right to use, at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connecting with the Premises hereunder or any of the Building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Section 5. Tenant shall require any and all contractors performing work at the Premises to have liability insurance with a combined single limit of not less than Five Hundred Thousand (\$500,000.00) Dollars and worker's compensation insurance with such limits as are then required by statute. Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors, employees, contractors, guests, invitees and agents, from and against any and all claims, actions or damages resulting from the act or neglect of Tenant, its agents, employees or contractors, in the performance of any work upon or within the Premises.

Section 6. Landlord may, from time to time, increase the minimum limits of insurance required pursuant to this Article XI as is reasonable customary in the industry for similar properties.

## **ARTICLE XII** **LANDLORD'S ACCESS**

Section 1. Landlord and its designees shall have the right to enter upon the Premises at all reasonable times (except in the case of an emergency which allows access by Landlord and its designees at all times) for the purpose of inspecting or making repairs or performing routine maintenance to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required) to make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Article XVI hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this Lease, Landlord shall have access to the Premises at all reasonable times for the purpose of exhibiting the same to prospective tenants, and from and after the date hereof, Landlord shall have access to the Premises at all reasonable times for the purpose of exhibiting the same to prospective purchasers, lenders and other such interested parties.

Section 3. The property interest does not allow the Landlord the right to enter the Premises unless the procedures for visitors are followed in adherence to 935 CMR 500.101(1) and (2); 935 CMR 500.110(4). The property interest does not allow the Landlord the right to seize marijuana at will pursuant to 935 CMR 500.101(1) and (2); 935 CMR 500.103(2).

### **ARTICLE XIII** **INSURANCE**

Section 1. Landlord, either through it or through the Condominium Association, shall cause the Premises to be insured against loss or damage by fire, with extended coverage endorsements and such other insurance and endorsements, and in such amounts as required by the first mortgagee covering the Premises shall require.

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though an extra premium may result there from): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the Building above the standard rate on said Premises and buildings with a regular retail store located in the Premises; Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting there from, which shall be due and payable as Additional Rent hereunder.

Section 5. All insurance policies described in this Lease shall be written by responsible insurance companies licensed to do business in the Commonwealth of Massachusetts.

### **ARTICLE XIV** **DAMAGE CLAUSE**

Section 1. In case during the Lease Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as the term is hereinafter defined) by fire or other



casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage; provided, however, that Landlord's obligation to repair and restore as herein provided shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorneys' fees, of settling with the insurer, and, provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the Lease Term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence); provided, however, that Landlord's obligation to repair and restore as herein provided shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorney's fees, of settling with the insurer, and provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's (or the Condominium's) insurance, Landlord may, at its option, elect to rebuild the Premises, all as aforesaid, or may, within sixty (60) days after the occurrence of such event, give written notice to Tenant of Landlord's election to terminate this Lease.

Section 3. Anything to the contrary contained herein notwithstanding, if at any time during the Lease Term of this Lease, twenty-five (25%) percent or more of the Building shall be damaged or destroyed by fire, windstorm, other casualty or otherwise, then Landlord shall have the right to terminate this Lease, provided that notice thereof is given to Tenant not later than sixty (60) days after such damage or destruction. If said right of termination is exercised by Landlord, this Lease and the Lease Term hereof shall cease and come to an end as of the date of termination specified in Landlord's notice, which date shall not be later than ninety (90) days after date of such notice.

Section 4. In the event that the provisions of Section 1 or Section 2 of this Article XIV shall become more applicable, the Base Rent shall be abated or reduced proportionately during any period which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises. having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work or repair and/or reconstruction as Landlord is obligated to do.

Section 5. The terms "substantially damaged" and "substantial damage", as used in this Article XIV shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

**ARTICLE XV**  
**EMINENT DOMAIN**

Section 1. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings and made available by any mortgagees in restoring the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable.

Section 2. In the event of any such taking of the Premises, the Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

**ARTICLE XVI**  
**DEFAULT; LANDLORD'S REMEDIES**

Section 1. Any one of the following shall be deemed to be an "Event of Default":

- (i) A failure by Tenant to pay any installment of rent or any other payment required to be made by Tenant hereunder and such failure continues for 10 days after written notice from Landlord;
- (ii) The discontinuance of the conduct of Tenant's business in the Premises for more than 30 days or the abandonment of the Premises by Tenant;
- (iii) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, which failure shall continue for ten (10) days after written notice from Landlord; provided, however, that if the nature of the failure is such that the same cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall, within such period, commence said cure and thereafter diligently prosecute the same to completion;
- (iv) The commencement of any of the following proceedings: (a) the Tenant being judicially declared bankrupt or insolvent according to law; (b) an assignment being made of the property of the Tenant for the benefit of creditors; (c) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction; (d) a petition being filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted or (e) the filing of a petition for reorganization or for rearrangement under any provisions of the Bankruptcy Act now or hereafter enacted, and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts.
- (v) A failure by Tenant to pay when due and on time any installment of rent or any other payment required to be made by Tenant hereunder more than once within a twelve (12) month period;
- (vi) A failure of Tenant to execute and deliver to Landlord any estoppel certificate, subordination agreement, or lease amendment within the time periods and in the manner required by

the applicable provisions of this Lease, and/or failure by Tenant (or any guarantor) to deliver to Landlord any financial statement within the time period and in the manner required by the applicable provision of this Lease; and

(vii) Any failure by Tenant to discharge any lien or encumbrance placed on the Building or any part thereof within ten (10) days after the date such lien or encumbrance is filed or recorded against the Building or any part thereof.

Section 2. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may send written notice to Tenant termination the Lease Term; and upon the first to occur of: (a) entry as aforesaid; or (b) the fifth (5th) day following mailing of such notice of termination, the Lease Term shall terminate.

Section 3. Tenant covenants and agrees, notwithstanding any termination of this Lease pursuant to the provisions of this Article XVI as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment hereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of Lease Term, and for the whole thereof; but in the event the Premises be re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, and the like) and in collecting the rent in connection therewith. The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

Section 4. If Tenant shall default in the performance or observance of any covenant, condition or other provision in this Lease contained on its part to be performed or observed, Landlord may, at its option, but without any obligation so to do, and without waiving any claims for breach of agreement, cure such default for the account of Tenant, and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, including, but not limited to attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations insured, with interest at the annual rate equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Massachusetts, or (ii) eighteen (18%) percent and costs, shall be paid to the Landlord by the Tenant as Additional Rent.

Section 5. The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is required to correct any such default after notice by Tenant to Landlord properly specifying wherein the Landlord has failed to perform any such obligation. Further, if the holder of a mortgage or deed of trust which includes the

Premises, notifies the Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from rent thereafter due and payable, but shall look solely to the Landlord for satisfaction of such claim.

## **ARTICLE XVII** **TENANT'S SIGNAGE**

Tenant shall, at its sole cost and expense, deliver to Landlord drawings for sign located over the front door of the Premises, designating the size, style and color of the sign lettering selected by Tenant from choices (if any) provided by Landlord. Said sign shall be designed in compliance with applicable Zoning By-Laws and Building codes and the rules of the Condominium Association. Said drawings shall be subject to Landlord's prior written approval as to size, nature, design and aesthetic properties and shall conform to such other sign design criteria of Landlord. Tenant shall remit to Landlord or Landlord's sign contractor, as Landlord may direct, upon billing thereto, an amount equal to all of the costs and expenses associated with the purchase, design, fabrication and installation of the aforesaid identification sign.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises or on the roof of the Premises any sign (except as hereinabove provided) awning or canopy, or any advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the exterior glass of any window or door of the Premises without first obtaining Landlord's written approval. Tenant further agrees to maintain in good condition and repair at all times such sign, awning, canopy, decoration, lettering advertising matter or other thing as may be approved by Landlord as aforesaid.

The Tenant shall, at its sole cost and expense, be entitled to place a sign on the road side monument sign. Said sign shall be subject to Landlord's prior written approval as to size, nature, design and aesthetic properties.

## **ARTICLE XVIII** **MISCELLANEOUS PROVISIONS**

Section 1. *Waiver.* Failure on the part of the Landlord to complain of any action or nonaction on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant, or acceptance by Landlord, of a lesser amount shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. *Covenant of Quiet Enjoyment.* Upon payment of the rentals and performance of the covenants on Tenant's part to be performed hereunder, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Lease Term hereof without hindrance or molestation by any persons lawfully claiming by, through or under Landlord.

**Section 3. Limitation of Liability.** It is understood and agreed that any and all covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being specifically agreed that neither the Landlord nor any partner of Landlord nor any person, firm or entity having an interest in Landlord from time to time shall ever be personally liable for any such judgment. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the Landlord's reasonable control, or for any cause due to any act or neglect of the Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under the Tenant, or any termination for any reason of Landlord's occupancy of the Premises from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

**Section 4. Joint and Several Liability.** If two or more individuals, corporations, partnerships, trusts or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership, trust or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them.

**Section 5. Security Deposit.** At all times, Tenant shall provide Landlord with a security deposit equal to first and last months' rent. Landlord may use, apply or retain the whole or any part of the Security Deposit as may be reasonably necessary to, among other things: (a) remedy any failure of, or event of default by, Tenant under this Lease, (b) repair damage to the Premises caused by Tenant, (c) perform Tenant's obligations under Article IX, in the event Tenant fails to do so, (d) reimburse Landlord for the payment of any amount which Landlord may spend or be required to spend by reason of any failure, or event of default, by Tenant, and (e) compensate Landlord for any other loss or damage which Landlord may suffer by reason of any event of default by Tenant. Should Tenant faithfully and fully comply with all of the terms, covenants and conditions of this Lease, within sixty (60) days following the expiration of the Term, the Security Deposit or any balance thereof shall be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to any interest on such deposit. If Landlord so uses or applies all or any portion of said deposit, within five (5) days after written demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full extent of the above amount, and Tenant's failure to do so shall be an event of default under this Lease. In the event Landlord transfers its interest in this Lease, Landlord shall transfer (by actual delivery or by credit) the then remaining amount of the Security Deposit to Landlord's successor in interest, and thereafter Landlord shall be fully and finally discharged and Landlord shall have no further liability to Tenant with respect to such Security Deposit. Tenant agrees that Tenant will look solely to Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, but strictly in any such event pursuant to the terms of this Lease, and in no event shall Tenant look to



any mortgagee who has assumed Landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of the Security Deposit.

**Section 6. Notice to Mortgagee.** After receiving written notice from any person, firm, or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged Premises the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and with the same time within which to effect such curing, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Premises.

**Section 7. Mechanic's Liens.** Tenant agrees to pay promptly for any work done (or material or service furnished) by or on behalf of Tenant in or about the Premises, and Tenant shall not permit or suffer any lien to attach to the Premises, the Building. Tenant agrees to immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Premises, the Building, and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the Premises.

**Section 8. No Brokerage.** Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any other brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein, Tenant agrees to defend the same and indemnify the Landlord against any such claim, including, without limitation, attorneys' fees and expenses incurred by Landlord in defending against any such claims.

**Section 9. Definition of Additional Rent.** Without limiting any other provision of this Lease, it is expressly understood and agreed that Tenant's participation in any charges which Tenant is required to pay under this Lease, together with all interest and penalties that may accrue thereon, shall be deemed to be Additional (but not base) Rent, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Base Rent.

**Section 10. Landlord's Fees and Expenses.** Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all reasonable legal fees and expenses incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease of the Premises, including without limitation, any breach by Tenant of its obligations hereunder.

**Section 11. Invalidity of Particular Provisions.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 12. Governing Law.** This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time

exist.

Section 13. **Recording.** Tenant agrees not to record the within Lease. In the event Tenant either records a copy of this Agreement with the Registry of Deeds or assigns their rights hereunder to a third party, that shall constitute a default by the Tenant under this Lease.

Section 14. **Notices.** Whenever the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid:

If intended for Landlord, addressed to the Landlord's attorney: Martin J. Murphy, Esq. at 365 Market Street, First Floor, Brighton, MA (or to such other address or addresses as may, from time to time, hereafter be designated by Landlord by like notice);

If intended for Tenant, addressed to it at the address set forth on the first page of this Lease.

Section 15. **When Lease Becomes Binding.** Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not consent an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Furthermore, the paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

Section 16. **Lease Superior or Subordinate to Mortgage.** It is agreed that the rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgages or deeds of trust that are now or may hereafter be placed upon the Premises or the Building and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of the Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease of Tenant in the event of foreclosure, if Tenant is not in default. It is agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant, this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails to so do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do. Notwithstanding the above, the Tenant's rights hereunder shall terminate in the event the Landlord is in default of its loans secured by the property of which this Building is a part.

Anything contained herein to the contrary notwithstanding, in no event shall any mortgagee, trustee or purchaser at a foreclosure sale or other default proceeding be: (i) liable for any act or omission of Landlord; (ii) subject to any offsets or defenses which Tenant might have had against Landlord; or (iii) bound by any Base Rent or Additional Rent or other charges which Tenant may have paid to Landlord for more than the current month.

**Section 17. Holdover by Tenant.** If Tenant remains in possession of the Premises after the Termination Date or the sooner termination of this Lease without a new Lease reduced to writing and duly executed by Landlord and Tenant, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days prior written notice, at a monthly rent equal to twice the monthly installment of annual Base Rent payable during the last month of the Lease Term. Tenant shall also pay all other charges payable under this Lease, prorated for each month Tenant remains in possession. Such month-to-month tenancy shall also be subject to all of the other terms, covenants, conditions and agreements contained in this Lease. Nothing contained in this Section 17 of Article XVIII shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises.

**Section 18. Hazardous Substances.** No oil, hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "Hazardous Substances"), as those terms are defined by any applicable law, rule or regulation including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws, Chapter 21E, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., shall be generally stored (other than that used in the operation of the laboratory business conducted on the Premises, and which is stored and used in compliance with all municipal, state and federal law, rule or regulation), released or disposed of on, under or from the Premises by Tenant. The Tenant has not received any notice from the Massachusetts Department of Environmental Quality Engineering, the United States Environmental Protection Agency or any other governmental authority claiming that its business violates any law, rule or regulation in relating to Hazardous Substances. The Tenant has not incurred any liability to the Commonwealth of Massachusetts or the United States of America on account of Hazardous Substances upon any premises owned, leased, occupied or used by the Tenant. The Tenant shall not release, or permit any release or threat of release, of any Hazardous Substances on the Premises, the Building (except for such de minimis releases typically associated with the use of portions of the Premises for driving and parking motor vehicles, and which, in the Landlord's sole opinion, are not likely to result in any liability under any federal, state or local law). The Tenant shall not generate or permit Hazardous Substances to be generated on the Premises, the Building. The Tenant shall not store or permit Hazardous Substances to be stored on the Premises, the Building. The Tenant shall not permit any lien under said Massachusetts Oil and Hazardous Material Release Prevention and Response Act to attach to the Premises or any portion thereof or interest therein. The Tenant shall indemnify, exonerate and hold the Landlord harmless from and against any claim, liability, loss, damage or expense, including reasonable attorneys' fees, arising out of breach of any of the representations, warranties, conditions and covenants of this Section 18 of Article XVIII. The Landlord shall have the right, but not the obligation, to enter upon the Premises and to expend funds to cure any breach by the Tenant of the representations, warranties, conditions and covenants of this Section 18 of Article XVIII, and any amounts paid as a result thereof shall be immediately due and payable by the Tenant to the Landlord. The Tenant shall provide the Landlord with prompt written



notice: (a) upon the Tenant's becoming aware of any release or threat of release of any Hazardous Substances upon, under or from the Premises, the Building; (b) upon the Tenant's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any Hazardous Substances located upon or under the Premises, the Building or emanating from the Premises, the Building; and (c) upon Tenant's obtaining knowledge of any incurrence of any expense by any governmental authority in connection with the assessment, containment or removal of any Hazardous Substances located upon or under the Premises, the Building, emanating from the Premises or the Building. The Tenant hereby acknowledges that breach of any of the foregoing conditions contained in this Section 18 of Article XVIII shall constitute an act of waste and shall further constitute a default hereunder. Notwithstanding the preceding text of this Section 18 of Article XVIII, the Landlord expressly agrees and understands that the Tenant's proposed use of the Premises as an adult-use cannabis independent testing laboratory necessitates the use of certain chemicals ("Lab Testing Chemicals") that might otherwise fit the definitions of the words used herein, and because of that express understanding, nothing in Section 18 of Article XVIII shall be interpreted to preclude the Tenant from utilizing any and all chemicals required to test cannabis samples in the laboratory. The Landlord shall not make or assert any claim for breach of this Lease based on Tenant's usage of any Lab Testing Chemicals required to perform testing as required by the Cannabis Control Commission's regulations at 935 CMR 500.00 *et seq.* This exemption shall not absolve Tenant of liability for the improper storage or disposal of any Lab Testing Chemicals and is instead intended by the Parties to be an express acknowledgement and affirmative permission by the Landlord of the Tenant's proposed use of the Premises.

**Section 19. Estoppel Certificate.** Within ten (10) days after Tenant shall have received a request therefore by Landlord, or if on any sale, assignment, modification or hypothecation by Landlord of Landlord's interest in the Premises, or any part thereof, an estoppel letter shall be required from Tenant, Tenant shall deliver, in provided form, a certificate to any third party named by Landlord.

**Section 20. Financial Statements.** Upon Notice from Landlord, which may not be given more than once each calendar year, Tenant shall provide, within fifteen (15) business days, audited financial statements prepared by its regularly retained certified public accountant. In the event that Tenant does not have such financial statements generally prepared, Tenant shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and certified by its chief financial officer or equivalent personnel or by an independent third party financial professional

**Section 21. Arbitration.** At the option of the Landlord, any and all disputes that may arise in connection with this Lease shall be resolved by Arbitration to be conducted in Boston, Massachusetts. If the parties cannot otherwise agree, the arbitration shall be conducted according to the Rules of American Arbitration Association for Commercial Disputes. If the Landlord claims arbitration, such shall not preclude the Landlord from seeking attachments or equitable relieve in a court of competent jurisdiction.

The Tenant hereby waives a right to jury trial in any dispute that is litigated in the court system and agrees that all disputes, if not arbitrated, will be resolved in the Superior Court for the County of Middlesex, Commonwealth of Massachusetts or the Ayer Division of the District Court Department of the Commonwealth of Massachusetts.

**[remainder of page intentionally left blank]**

**[signature page follows]**

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart shall be deemed to be an original for all purposes as of the day and year first above written.

LANDLORD:

**MR3, LLC**

**By: Matel Group LLC, its Manager**



Name: Rohit Malhotra

Title: Manager

TENANT:

**G7 Lab LLC**



Name: Shankar Gautam

Title: Manager

**Exhibit A**