



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR282318

Original Issued Date: 04/13/2020

Issued Date: 04/13/2020

Expiration Date: 04/13/2021

Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HIGHMINDED LLC

Phone Number: 801-419-7327 Email Address: ccc@highminded.com

Business Address 1: 126 Main Street

Business Address 2:

Business City: Great Barrington Business State: MA

Business Zip Code: 01230

Mailing Address 1: 126 Main Street

Mailing Address 2:

Mailing City: Great Barrington Mailing State: MA

Mailing Zip Code: 01230

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control: 51

Role: Manager Other Role:

First Name: Alexander Last Name: Farnsworth Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 39 Percentage Of Control: 39

Role: Manager Other Role:

First Name: Adam Last Name: Lippes Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 10 Percentage Of Control: 10

Role: Employee Other Role:

First Name: Brayden Last Name: Farnsworth Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership:		
Entity Legal Name: Lippco Captial LLC		Entity DBA:	DBA
			City:
Entity Description: Family Investment Fund			
Foreign Subsidiary Narrative:			
Entity Phone: 716-853-5100	Entity Email: glippes@lippes.com	Entity Website:	
Entity Address 1: 50 Fountain Plaza Suite 1700		Entity Address 2:	
Entity City: Buffalo	Entity State: NY	Entity Zip Code: 14202	
Entity Mailing Address 1: 50 Fountain Plaza Suite 1700		Entity Mailing Address 2:	
Entity Mailing City: Buffalo	Entity Mailing State: NY	Entity Mailing Zip Code: 14202	

Relationship Description: Adam Lippes, a Manager of Highminded LLC, owns 33.333% of Lippco Capital, LLC. 33.333% of Lippco Capital, LLC is owned by Adam's brother, David Lippes (Manager) and 33.333% of Lippco Capital, LLC by Adam's sister, Tracy Lippes.

The entity may exercise authority directly or indirectly by way of minority voting rights, general counsel and guidance. The entity may also exercise authority by ensuring that all business and financial procedures are being handled properly and in a timely manner.

The entity does not have authority to make business decisions that could jeopardize Highminded's Retail Operations or its compliance procedures. The entity also does not have authority to make decisions without Board, Manager, and Member approval.

Pending receipt of provisional license, Lippco shall fund the LLC with the pledged \$200,000 investment.

OCT 22 2019 update: given the need for operating capital, Lippco funded \$150,000, via wire transfer to HIGHMINDED's account at Century Bank, on May 20, 2019.

Entity with Direct or Indirect Authority 2

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: HIGHERMINDED LLC

Entity DBA:

DBA City: Great
Barrington

Entity Description: Parent Company of HIGHMINDED LLC

Foreign Subsidiary Narrative:

Entity Phone: 801-419-7327

Entity Email:
admin@highminded.com

Entity Website: highminded.com

Entity Address 1: 126 Main Street

Entity Address 2:

Entity City: Great Barrington

Entity State: MA

Entity Zip Code: 01230

Entity Mailing Address 1: 126 Main Street

Entity Mailing Address 2:

Entity Mailing City: Great Barrington

Entity Mailing State: MA

Entity Mailing Zip Code:
01230

Relationship Description: HIGHERMINDED LLC was formed on JUNE 18 2019 as the parent company of HIGHMINDED LLC.

HIGHERMINDED LLC will own all state-specific LLCs (like HIGHMINDED LLC) if we shall expand to other states.

HIGHERMINDED LLC will also own the real estate for conducting business.

HIGHERMINDED LLC was formed based on advice from Citrine & Cooperman and Gravis Law.

HIGHERMINDED LLC is majority owned by Alexander Farnsworth, Adam Lippes, and Brayden Farnsworth.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Studio AF Inc.

Entity DBA:

Email: af@alexanderfarnsworth.com Phone: 801-419-7327

Address 1: 3 Pierrepont Place Apt 2A

Address 2:

City: Brooklyn

State: NY

Zip Code: 11201

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$50000 Percentage of Initial Capital: 25

Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: Lippco Capital LLC

Entity DBA:

Email: glippes@lippes.com Phone: 716-853-5100

Address 1: 50 Fountain Plaza Suite 1700

Address 2:

City: Buffalo

State: NY

Zip Code: 14202

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$150000 Percentage of Initial Capital: 75

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 126 Main Street

Establishment Address 2:

Establishment City: Great Barrington

Establishment Zip Code: 01230

Approximate square footage of the establishment: 1827

How many abutters does this property have?: 20

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HOST COMMUNITY AGREEMENT CERTIFICATION FORM.pdf	pdf	5c74c5fd3183181258e1b434	02/25/2019
Community Outreach Meeting Documentation	COMMUNITY OUTREACH MEETING ATTESTATION FORM.pdf	pdf	5c74c740edbb73122a616fad	02/25/2019
Plan to Remain Compliant with Local Zoning	HIGHMINDED_ComplianceGB_Feb2019.pdf	pdf	5d6d789fc544c91e011c65a7	09/02/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	POSITIVE IMPACT PLAN_191210.pdf	pdf	5df41998fab70557127ee124	12/13/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role: Co-Founder & CEO

First Name: Alexander

Last Name: Farnsworth Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager

Other Role: Co-Founder

First Name: Adam

Last Name: Lippes Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Employee

Other Role:

First Name: Brayden

Last Name: Farnsworth **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: LIPPCO CAPITAL LLC

Entity DBA:

Entity Description: Family Investment Firm

Phone: 716-853-5100

Email: glippes@lippes.com

Primary Business Address 1: 50 Fountain Plaza Suite 1700

Primary Business Address 2:

Primary Business City: Buffalo

Primary Business State: NY **Principal Business Zip Code:** 14202

Additional Information: Family Investment Firm owned by David, Tracy, and Adam Lippes.

Entity Background Check Information 2

Role: Investor/Contributor

Other Role:

Entity Legal Name: Studio AF Inc

Entity DBA:

Entity Description: Consulting firm owned entirely by Alexander Farnsworth, Highminded's Founder and Managing Director

Phone: 801-419-7327

Email: af@alexanderfarnsworth.com

Primary Business Address 1: 3 Pierrepont Place

Primary Business Address 2: 2A

Primary Business City: Brooklyn

Primary Business State: NY

Principal Business Zip Code:
11201

Additional Information: Studio AF Inc. is a consultancy firm in NYC owned solely by Alexander Farnsworth, Highminded's CEO. Founded in October 2017, Studio AF provides social media, branding, and marketing services for luxury residential, lifestyle, and fashion clients. Studio AF business accounts were used to pay all start-up expenses in the past 12+ months for HIGHMINDED. Documentation is provided within this application.

Entity Background Check Information 3

Role: Parent Company

Other Role:

Entity Legal Name: HIGHERMINDED LLC

Entity DBA:

Entity Description: Parent Company of HIGHMINDED LLC

Phone: 801-419-7327

Email: admin@highminded.com

Primary Business Address 1: 126 Main Street

Primary Business Address 2:

Primary Business City: Great Barrington

Primary Business State: MA

Principal Business Zip Code: 01230

Additional Information: HIGHERMINDED LLC was formed on JUNE 18 2019 as the parent company of HIGHMINDED LLC.

HIGHERMINDED LLC will own all state-specific LLCs (like HIGHMINDED LLC) if we shall expand to other states.

HIGHERMINDED LLC will also own the real estate for conducting business.

HIGHERMINDED LLC was formed based on advice from Citrine & Cooperman and Gravis Law.

HIGHERMINDED LLC is majority owned by Alexander Farnsworth, Adam Lippes, and Brayden Farnsworth.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	5c46c4bd5fd63c1b24eb14dd	01/22/2019
Department of Revenue - Certificate of Good standing	CERTIFICATE OF GOOD STANDING FROM MA DEPT. OF REV.pdf	pdf	5c6ed8143183181258e1aa1f	02/21/2019
Secretary of Commonwealth - Certificate of Good Standing	CERTIFICATE OF GOOD STANDING FROM SEC OF STATE.pdf	pdf	5c755a4c3183181258e1b4d8	02/26/2019
Bylaws	OPERATING AGREEMENT.pdf	pdf	5c758d75293a5312448e9868	02/26/2019

No documents uploaded

Massachusetts Business Identification Number: 001332869

Doing-Business-As Name: FARNSWORTH

DBA Registration City: Great Barrington

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	HIGHMINDED_SummaryBuisnessPlan.pdf	pdf	5c752034eadf341230f67e4a	02/26/2019
Plan for Liability Insurance	GeneralLiability_HIGHMINDED_2019.pdf	pdf	5d6d73b17e918b22a66bee4a	09/02/2019
Proposed Timeline	HIGHMINDED_EstablishmentTimeline_DEC132019.pdf	pdf	5df4186a541f65570b945a3a	12/13/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	1_HIGHMINDED_ProductPlan_FEB2019.pdf	pdf	5c79465b8d16491b5c0f8d04	03/01/2019
Separating recreational from medical operations, if applicable	2_HIGHMINDED_MedicalSeparation_FEB2019.pdf	pdf	5c794663c4b7a71b66d13674	03/01/2019
Inventory procedures	8_HIGHMINDED_InventoryProcedures_FEB2019.pdf	pdf	5c7946dc3183181258e1bb58	03/01/2019
Dispensing procedures	DISPENSING PROCEDURES_191022.pdf	pdf	5db1e40f63788d2fee31622d	10/24/2019
Maintaining of financial records	MAINTENANCE OF FINANCIAL RECORDS PLAN_191022.pdf	pdf	5db1e419b207f82b12a942b5	10/24/2019
Personnel policies including background checks	PERSONNEL POLICIES_191022.pdf	pdf	5db1e41d0724b82ff99ce780	10/24/2019
Prevention of diversion	PREVENTION OF DIVERSION_191022.pdf	pdf	5db1e45d572d3130006a431d	10/24/2019
Qualifications and training	QUALIFICATIONS AND TRAINING_191022.pdf	pdf	5db1e460c9aebd2b498a954b	10/24/2019
Quality control and testing	QUALITY CONTROL AND TESTING_191022.pdf	pdf	5db1e467ec4af12b5426b2f1	10/24/2019
Record Keeping procedures	RECORD KEEPING PROCEDURES_191022.pdf	pdf	5db1e47151e4622fd806ab23	10/24/2019
Restricting Access to age 21 and	RESTRICTING ACCESS TO INDIVIDUALS UNDER	pdf	5db1e475e3decf2b0b0d4152	10/24/2019

older	21_191022.pdf			
Security plan	SECURITY PLAN_191022.pdf	pdf	5db1e4b74b00122fe399f0e5	10/24/2019
Storage of marijuana	STORAGE PLAN_191022.pdf	pdf	5db1e4be6b4e192b1d2726af	10/24/2019
Transportation of marijuana	TRANSPORTATION PLAN_191022.pdf	pdf	5db1e4c30724b82ff99ce785	10/24/2019
Diversity plan	DIVERSITY PLAN_191213.pdf	pdf	5df4189ad74bf6532e9fed1e	12/13/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 10:00 PM
Tuesday From: 8:00 AM	Tuesday To: 10:00 PM
Wednesday From: 8:00 AM	Wednesday To: 10:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:00 AM	Saturday To: 10:00 PM

Sunday From: 8:00 AM

Sunday To: 10:00 PM

HIGHMINDED

Summary of Business Plan

HIGHMINDED is a luxury cannabis brand & retail concept with a design-first approach.
HIGHMINDED is rooted in consumer education, quality cannabis & community.
HIGHMINDED is turning the idea of a “head shop” on its head.

HIGHMINDED is founded by ALEXANDER FARNSWORTH, a social media marketing expert, ADAM LIPPES, a renowned luxury fashion & interior designer with a Vogue-approved Berkshires home, and BRAYDEN FARNSWORTH, a biochemist who has spent the past two years apprenticing in Oregon’s recreational cannabis industry.

HIGHMINDED aims to be the authority on cannabis use, offering a simplified yet elevated approach to strains, effects, and packaging.

HIGHMINDED’s first retail location is in Great Barrington, MA, which has been designed by London-based Aldridge Atelier Architects. Anticipated opening: SUMMER 2019.

HIGHMINDED is working with the best cultivators and manufactures in MA to bring white labeled & proprietary products to our retail operation.

INVESTOR HIGHLIGHTS:

Diversified Revenue Streams: White labeling, Wholesale, Collaborations, Retail

Competitive Positioning: Regional competition low in a relatively low competition state, less market risk than Colorado/Western states, Canna- tourism & Berkshires origin story

Brand Opportunity: Luxury brand differentiation in a market that is riddled with low-end design

Management Team: Partners bring experience in legal recreational cannabis, luxury retail, brand building, and marketing.

While some have said our projections are too conservative, we believe in structuring businesses around sustainable models. Our model also accounts for high staffing costs which are necessary to create our desired environment, one that stems from deep knowledge and experience.

SOURCES & USES	
Sources Of Funds	
founders investment	\$200,000
Investor	\$800,000
Total Sources	\$1,000,000
Uses Of Funds	
Start-up Expenses	
Legal	\$30,000
Consultants	\$10,000
Lease Deposit	\$10,000
MISC	\$50,000
Architect	\$25,000
License Fee	\$5,000
URL	\$5,000
eComm website build startup fees	\$10,000
Total Start-up Expenses	\$145,000
Start-up Assets	
Working Capital	\$295,000
Inventory	\$250,000
Other Current Assets	\$0
Land	\$0
Build Out	\$250,000
POS/Tech	\$10,000
Security	\$50,000
Total Start-up Assets	\$855,000
Total Uses	\$1,000,000

PRO FORMA PROFIT & LOSS			
	Year 1	Year 2	Year 3
Total Revenue	\$2,900,000	\$3,915,000	\$4,502,250
Total Direct Cost of Revenue	\$1,357,683	\$1,832,873	\$2,107,803
Gross Margin	\$1,542,317	\$2,082,128	\$2,394,447
Gross Margin/Revenue	53%	53%	53%
Expenses			
Marketing	\$24,000	\$30,000	\$37,500
eComm Marketing	\$12,000	\$24,000	\$48,000
Shopify Monthly fee	\$960	\$960	\$960
Rent	\$60,000	\$61,800	\$63,654
Utilities	\$3,600	\$3,780	\$3,969
Phone/Internet	\$2,400	\$2,520	\$2,646
Cash Management	\$46,270	\$62,464	\$71,833
Office Supplies	\$18,000	\$18,900	\$19,845
Armored Truck Service	\$0	\$0	\$0
Legal & Accounting	\$48,000	\$50,400	\$52,920
Selling Expense (technology)	\$3,000	\$3,780	\$3,969
Other/Misc	\$24,000	\$25,200	\$26,460
Annual License Fee	\$5,000	\$5,000	\$5,000
Monthly imagery fee for eComm	\$12,000	\$23,250	\$29,922
Depreciation	\$20,667	\$20,667	\$20,667
Total Op. Expenses	\$735,896	\$831,232	\$904,212
Tax Deductions under 280E	\$58,267	\$64,251	\$68,613
Profit Before Int. & Tax	\$806,421	\$1,250,895	\$1,490,234
EBITDA	\$827,087	\$1,271,562	\$1,510,901
Interest Expense	\$0	\$0	\$0
Taxes Incurred	\$344,318	\$642,929	\$744,365
Net Profit	\$482,769	\$628,633	\$766,536
Net Profit %	16.6%	16.0%	16.6%

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

COMPANY:
JAMES RIVER INSURANCE COMPANY
6641 WEST BROAD STREET, SUITE 300
RICHMOND, VA 23230

POLICY NUMBER
00091088-0

1. NAMED INSURED AND MAILING ADDRESS

Highminded
126 Main St
Great Barrington, MA 01230

PRODUCER: 20882

XS Brokers Insurance Agency, Inc. (Quincy)
13 Temple Street
Quincy, MA 02169

2. POLICY PERIOD: From 04/01/2019 to 04/01/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON STATEMENTS IN THE APPLICATION(S) AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. LIMITS OF INSURANCE

General Aggregate Limit	\$ 2,000,000	
Products / Completed Operations Aggregate Limit	\$ 2,000,000	
Personal & Advertising Injury Limit	\$ 1,000,000	Any one person or organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 50,000	Any one premises
Medical Expense Limit	Excluded	Any one person
Deductible	\$ 5,000	Each claim

4. RETROACTIVE DATE (CG 00 02 only) – This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: 2/27/2019 (Enter Date or "None" if no Retroactive Date Applies)

5. LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY (Same as Item 1 unless shown below):

126 Main St, Great Barrington, MA, 01230

6. DESCRIPTION OF BUSINESS

Form of Business: Corporation

Business Description: Recreational Marijuana Distributor

7. CLASSIFICATION AND PREMIUM

CLASSIFICATION	CODE NO.	EXPOSURE	DESCRIPTION	RATE	ADVANCE PREMIUM
Recreational Marijuana - Dist	18707A	3,000,000	Per \$1,000 of Receipts / assets	Refer to LS2025US 0907 Life Sciences Premium Endorsement	7,464.00
Cyber Liability					342.00
Company Fee					\$ 350.00
Premium Shown is Payable at Inception			Total Policy Premium:		\$8,156.00
Audit Frequency (if applicable): Annual			May be Subject to Audit		

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D

8. FORMS / ENDORSEMENTS APPLICABLE:

See Schedule A – Schedule of Forms

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Alexander Farnsworth, (*insert name*) certify as an authorized representative of Highminded, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Great Barrington (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on JANUARY 16, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, STEPHEN BANNON, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF GREAT BARRINGTON (*insert name of host community*) to certify that the applicant and TOWN OF GREAT BARRINGTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on JANUARY 16, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Alexander Farnsworth, *(insert name)* attest as an authorized representative of Highminded, LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 10, 2019 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 21, 2018 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on December 21, 2018 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on December 21, 2018 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

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



BERKSHIRE RECORD • DECEMBER 21, 2018 – JANUARY 8, 2019

• LEGAL NOTICES •

**COMMONWEALTH
OF
MASSACHUSETTS
THE TRIAL COURT
PROBATE AND
FAMILY COURT
BERKSHIRE
PROBATE AND
FAMILY COURT
44 BANK ROW
PITTSFIELD, MA
01201
(413) 442-6941
DOCKET NO.
BE18P0854PO
TRUST CITATION**

In the matter of: Frisch Realty Trust

To all interested persons: A Petition has been filed by Cynthia Florman of New York NY requesting that Judith Frisch Monaghan be removed as co-trustee.

You have the right to obtain a copy of the Pe-

tion from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and object at this Court before 10:00 a.m. on 01/11/2019.

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

WITNESS: Hon. Richard A. Simons, First Justice of this Court
Date: December 13,

2018

Francis B. Marinaro,
Register of Probate
12.21
#4351

**COMMONWEALTH
OF
MASSACHUSETTS
THE TRIAL COURT
PROBATE AND
FAMILY COURT
BERKSHIRE
DIVISION
INFORMAL
PROBATE PUBLIC
NOTICE
44 BANK ROW
PITTSFIELD, MA
01201
(413) 442-6941
DOCKET NO.:
18P0820**

Estate of: Joel M. Weiss
Date of Death:
9/29/2018

To all persons in-

terested in the above captioned estate by petition of Gary A. Weiss of Bellerose, NY a Will has been admitted to informal probate. Gary Weiss of Bellerose, NY has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative

and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

12.21
#4352

**COMMUNITY
OUTREACH PUBLIC
NOTICE**

Notice is hereby given that Highminded, LLC

shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2019 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.

12.21
#4360

**TOWN OF OTIS
PLANNING BOARD
NOTICE OF PUBLIC
HEARING**

The Planning Board for the Town of Otis

will ho
ing fo
Revie
Janua
7pm
fices,
Road,
Site P
been
Zonin
Office
9.4 of
laws o
for St
Mana
the pu
land a
solar
proxim
prope
are lo
Road,
All
are in

Plan

December 21, 2018

Stephen Bannon, Chair of Selectboard
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

RE: Notice of Community Outreach Meeting for HIGHMINDED LLC

Community Outreach Public Notice

Notice is hereby given that HIGHMINDED LLC shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2019 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.

**RECEIVED
TOWN MANAGER**

DEC 21 2018

**BOARD OF SELECTMEN
GREAT BARRINGTON, MA**

December 21, 2018

Brandee Nelson, Chair of Planning Board
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

RE: Notice of Community Outreach Meeting for HIGHMINDED LLC

Community Outreach Public Notice

Notice is hereby given that HIGHMINDED LLC shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2019 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.



December 21, 2018

Marie Y. Ryan, Town Clerk
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

RE: Notice of Community Outreach Meeting for HIGHMINDED LLC

Community Outreach Public Notice

Notice is hereby given that HIGHMINDED LLC shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2019 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.

Community Outreach Public Notice

Notice is hereby given that Highminded, LLC shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2018 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.

HIGHMINDED

Application of Intent Packet

Compliance with Local Laws

Highminded shall comply with all requirements of the Host Community Agreement entered into on January 16, 2019 with the Town of Great Barrington (“HCA”) including, payment of the Annual Community Impact Fee, payment of a \$10,000 donation to a public local charity/non-profit, submission of annual financial statements to the Town, communication with local law enforcement and all other requirements set forth in the HCA.

A Retail Marijuana Establishment is a By-Right Use for this location. Highminded shall also comply with all requirements set forth in Section 7.18 for a Marijuana Establishment of the Town of Great Barrington Zoning Bylaws including use regulations, locational and physical requirements.

Highminded shall file an application for Site Plan Review with the Town of Great Barrington Planning Board in accordance with section 7.18.3 of the Zoning Bylaws.

Highminded has engaged a team of local professionals to ensure compliance with local laws and the HCA requirements including legal, Kathleen M. McCormick of McCormick, Murtagh & Marcus, engineering, Mike Kulig of Berkshire Engineering, accountant Mitzi Hollenbeck of Citrin and Cooperman and security Jeffrey Mason of A1 Security.

August 2019 Update:

The Site Plan Review with the Town of Great Barrington Planning Board was approved on April 26 2019.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001332869

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

2a. Location of its principal office:

No. and Street: 370 MAIN ROAD
 City or Town: MONTEREY State: MA Zip: 01245 Country: USA

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

No. and Street: 370 MAIN ROAD
 City or Town: MONTEREY State: MA Zip: 01245 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:

RETAIL ESTABLISHMENT FOR THE SALE OF MARIJUANA AND ALSO TO TAKE ANY OTHER ACTION AND ENGAGE IN ANY OTHER BUSINESS NOT PROHIBITED UNDER THE ACT OR OTHER APPLICABLE LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KATHLEEN M. MCCORMICK
 No. and Street: 390 MAIN STREET, SUITE 2
 City or Town: GREAT BARRINGTON State: MA Zip: 01230 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALEXANDER FARNSWORTH	3 PIERREPONT PLACE BROOKLYN, NY 11201 USA

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALEXANDER FARNSWORTH	3 PIERREPONT PLACE BROOKLYN, NY 11201 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of June, 2018,
ALEXANDER FARNSWORTH
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

June 18, 2018 09:34 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT OF HIGHMINDED, LLC

Agreement made this 18th day of June, 2018, by and between Alexander Farnsworth of Brooklyn, New York and Adam Lippes of Brooklyn, New York (collectively, the Members), intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. *Name of LLC:* The name of the LLC is HIGHMINDED, LLC (the "LLC").
2. *Business of LLC:* The character of the business of the LLC is to engage in the sale of marijuana and to take any other action and engage in any other business not prohibited under the act or other applicable law.
3. *Management:*
 - A. Subject to the provisions of this Agreement, the overall management and control of the business and affairs of the LLC, as well as all responsibilities not specifically reserved to the Members, shall be vested in the Manager(s).
 - B. The Manager(s) shall have the exclusive right and full authority to administer, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Manager(s) shall be authorized, for and on behalf of the LLC to do the following:
 - (i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLCs assets and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;
 - (ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;
 - (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;
 - (iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

- (v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;
 - (vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;
 - (vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLCs property to be obtained;
 - (viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and
 - (ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.
- C. Alexander Farnsworth is hereby designated as the Manager of the LLC. Any Manager may withdraw or be removed as a Manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Section 3.
- D. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.
- E. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Manager shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC.
- F. No Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after 60 days' written notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his, her or its approval of any proposed new Manager who has the Consent of the other Members.
- G. A Manager's status as a Manager may be terminated at any time by action of the Members (acting by Consent) and, if there are at the time other Managers, the approval

of the majority of all such other Managers shall also be required. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

H. Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by the majority approval of the Members.

4. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is 370 Main Road, Monterey, Massachusetts 01245.

5. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Kathleen M. McCormick, Esq. of 390 Main Street, Suite 2, Great Barrington, Massachusetts.

6. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on Schedule A attached hereto.

7. *Term of the LLC.*

A. The term of the LLC commenced June 18, 2018 upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 7(b) below or pursuant to the Act).

B. The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members shall make any such election.

8. *Capital Contributions, Capital Accounts, and Liability of Members.*

A. Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Any Member may make additional capital contributions if agreed to by all Members.

B. Except as otherwise provided in this Section 8, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of

its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

C. A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

D. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his/her, their or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

9. *Return of Contributions.* The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

10. *Share of Net Profits, Net Losses and Cash Distributions.*

A. During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Managers shall determine.

B. Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and

items thereof through the date of liquidation pursuant to Section 10(d)) in proportion to and to the extent of such positive balances.

C. A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

D. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the Members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

E. No Member shall have any right to distributions representing his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

11. *Additional Capital Contributions*

A. If, at any time, it is determined by the Managers that the Company requires additional Capital Contributions to be made by the Members to the Company ("Additional Capital Contributions"), the Managers shall promptly deliver a notice of request for Additional Capital Contributions (a "Contribution Notice") to each Member. Each such Contribution Notice shall indicate: (i) the aggregate of the Additional Capital Contributions being requested from the Members; (ii) a breakdown of the portion of the Additional Capital Contributions being requested from each Member; and (iii) the time and terms of the Additional Capital Contributions being requested. Upon receipt of the Contribution Notice, each Member shall have the right to elect to make all or a portion of the Additional Capital Contribution requested. Such election is to be effected by providing written notice (the "Member Acceptance Notice") to the Managers within thirty (30) days (the "Acceptance Period") of receipt of the Contribution Notice. Each Member shall also have the further option, exercisable by so specifying in the Member Acceptance Notice, to contribute, on a pro rata basis, all or a portion of the Additional Capital Contributions of any other Member in the event that such other Member fails to elect to make all or part of his Additional Capital Contribution.

B. If, after the expiration of the Acceptance Period, the Members have not fully subscribed to make the Additional Capital Contributions pursuant to the procedure set

forth above, then, the Managers may, during a period of one hundred twenty (120) days following the Acceptance Period (the "Second Acceptance Period"), offer the election to make such Additional Capital Contributions to non-Members. Any non-Member so electing to make any portion of the Additional Capital Contributions shall, upon such election and the execution of a counterpart to this Agreement, become a Member of the Company for all purposes (each, a "New Member").

C. If, upon the expiration of the Second Acceptance Period, any portion of the Additional Capital Contributions has not been elected to be made by any non-Members, such request for Additional Capital Contributions shall terminate. Any subsequent requests for Additional Capital Contributions will thereafter be again subject to the provisions of this section.

D. After any Additional Capital Contributions are made, the Percentage Interests of the Members shall be adjusted, if necessary, to reflect revisions in the ownership of the Company between and among the Members.

E. The failure by any Member to elect to make his portion of Additional Capital Contributions with respect to any one request shall not affect his ability to elect to make his portion of any Additional Capital Contributions in any subsequent request.

12. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.

A. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

B. No member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without first offering the member's interest to the other Members of the LLC.

C. No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

D. A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.

E. Additional Members may be admitted to the LLC if agreed to by all Members.

13. *Miscellaneous.*

- A. On each matter upon which all of the Members are entitled to vote, each Member shall vote in proportion to their Pro Rata Interest, except where otherwise provided herein or as required by the Act or other application law.
- B. The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.
- C. Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.
- D. The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation (FDIC), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Managers for the purposes specified in this Agreement.
- E. Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.
- F. No changes, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- G. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.


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

I. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

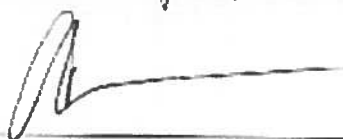
J. The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned,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

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

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



Alexander Farnsworth, Member



Adam Lippes, Member

HIGHMINDED, LLC
Amendment to Operating Agreement

This Amendment is made to the Operating Agreement of Highminded LLC dated June 18, 2018 ("Operating Agreement") by Alexander Farnsworth of Brooklyn, New York and Adam Lippes of Brooklyn, New York, collectively the Members of the LLC.

WHEREAS, the Members are desirous of amending the Operating Agreement.

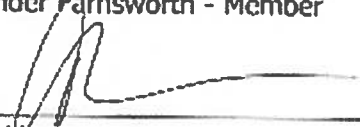
NOW, THEREFORE, the Members of the LLC amend the Operating Agreement as follows:

Paragraph 3.C shall be amended to include Adam Lippes as an additional Manager. The Current Managers are Alexander Farnsworth and Adam Lippes.

IN WITNESS WHEREOF, on this 25 day of February, 2019, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.



Alexander Farnsworth - Member



Adam Lippes- Member

SCHEDULE "A" TO OPERATING AGREEMENT OF HIGHMINDED, LLC
DATED June 18, 2018

MEMBERS

Names and Addresses	Percent of Beneficial Interest
Alexander Farnsworth 3 Pierrepont Place Brooklyn, NY 11201	56.66%
Adam Lippes 3 Pierrepont Place Brooklyn, NY 11201	43.34%

SCHEDULE "A" TO OPERATING AGREEMENT OF HIGHMINDED, LLC
DATED February 22, 2019

MEMBERS

Names and Addresses	Percent of Beneficial Interest
Alexander Farnsworth 3 Pierrepont Place Brooklyn, NY 11201	51%
Adam Lippes 3 Pierrepont Place Brooklyn, NY 11201	39%
Lippco Capital LLC 50 Fountain Plaza, Suite 1700 Buffalo NY 14202	10%



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

mass.gov/dor

Letter ID: L0918309248
Notice Date: January 15, 2019
Case ID: 0-000-602-074



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



HALEY
HIGHMINDED LLC
390 MAIN ST STE 2
GREAT BARRINGTON MA 01230-1805

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for HIGHMINDED LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

What if I have questions?

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

Visit us online!

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 6fq5rd

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

February 19, 2019

TO WHOM IT MAY CONCERN:

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

HIGHMINDED LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 18, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
ALEXANDER FARNSWORTH, ADAM LIPPES

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ALEXANDER FARNSWORTH, ADAM LIPPES**



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

HIGHMINDED

DIVERSITY PLAN

As a LGBTQ+ owned Marijuana Establishment, diversity is in our DNA. HIGHMINDED LLC is a member of the MA LGBT Chamber of Commerce and certified with the NGLCC. We are committed to the equitable inclusion of all forms of diversity within the workplace and will foster an environment of acceptance and growth. Our two co-founders will serve, philosophically, as Chief Diversity Officers, and spearhead our Diversity Program.

GOAL: Hire and maintain a staff comprised of at least 65% of diverse individuals Create an exemplary environment of representation and diversity within the marijuana industry by maintaining a 80% Openness Score.

- Of the 65% we will target 20% women, 20% minorities, 20% LGBTQ+ and 5% veterans.

PROGRAMS.

In order to increase job application submissions from diverse candidates from minorities, women, veterans, disabled, and LGBTQ+ community members, we will create and distribute, at a minimum, quarterly advertisements in diverse publications to increase the public's awareness of our Marijuana Establishment's diverse ownership, environment of openness, equity opportunity, and our available positions,

- 1) These listings, advertisements, branding, and sponsorship information will be published in diverse publications, social media groups, and on our website in accordance with 935 CMR 500.105(4).
- 2) Applicants may call our general phone number for help crafting or submitting an application.

We will implement an internal program called 'Openness Score' that will be used to measure how diverse, representative, and inclusive our establishment is, both from an internal and external point of view.

- 1) In annual employee reviews and exit interviews, employees will provide feedback on our establishment's diverse environment and rank its overall success from 0-100.
- 2) Customers will also be asked to provide feedback on the establishment's environment, via comment cards and other methods.

QUANTITATIVE MEASUREMENTS

1. The percentage of diverse staff will be calculated on a quarterly basis. All information collected will be submitted annually to the Commission in order to show goal and program success for license renewal.
 - 1) Quarterly advertisements will be counted, archived, and made available to the Commission upon request.

HIGHMINDED

2. Prior to our first licensure renewal review, we will generate an initial Openness Score to use as a benchmark for annual growth.
 - 1) All current staff at that time will contribute to initial survey.
 - 2) We will seek to include at least 10 instances of customer feedback, assuming our retail establishment is open

QUALITATIVE MEASUREMENTS:

1. The unique messages regarding our diverse team and opportunities will be archived and used to create future messaging.
 - 1) Feedback from new diverse hires regarding the process of discovering our establishment, crafting an application, applying for a position, and being hired will be requested and utilized for future ease in hiring diverse applicants.
 1. Employee feedback will be solicited on a quarterly to understand the effectiveness of guiding applicants and applications by phone.
 - 2) Senior management will review feedback from staff, customers, and secret shoppers to understand how our efforts to create a exemplary environment are being experienced.

None of the programs, actions, or initiatives listed above will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state law.

HIGHMINDED

MAINTENANCE OF FINANCIAL RECORDS PLAN

HIGHMINDED contracted California-based Greengrowth CPA for our initial advisement. HIGHMINDED is now working with Mitzi Hollenbeck of Citrin Cooperman located in Braintree, Massachusetts, who will work during our store's opening to ensure all documents are properly received, processed, and that our recording keeping policies and procedures are fail proof and adhere to all Generally Accepted Accounting Principles (GAAP).

HIGHMINDED currently contracts with Rebecca McFarland, a local bookkeeper, to work in conjunction with Mitzi, the Executive Team, and Directors to track all sales and inventory transactions, invoices, bills, payments, cash and monies received, Company assets and liabilities, chart of accounts usage and compliance, and HR benefits, employee pay, and bonuses.

From Citrin Cooperman's Engagement Letter:

It is the policy of Citrin Cooperman & Company, LLP to return all original client documents at the completion of an engagement. It is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. We will retain a copy of the records related to this engagement for a term not to exceed seven years after we have rendered our services.

Internally, HIGHMINDED will maintain all relevant records, confidential or otherwise, in a locked cabinet within the Executive Office, which is a private office within our facility. Due to the nature of the marijuana business and the many currency transactions that comes with it, we seek to maintain accurate accounting, recording keeping, and business practices—both online and printed.

Additionally, since opening Charge Card accounts with American Express, HIGHMINDED is using Spend Manager, an online bookkeeper, to track card transactions as a safety measure. HIGHMINDED is also currently using QuickBooks to track all transactions, bills, and budgets.

HIGHMINDED maintains operating and investment accounts with Century Bank of Medford, MA.

HIGHMINDED has partnered with Proteus Business Solutions. Proteus 420 is a Validated Software Provider certified by the CCC and Metrc to provide API sales data integration. By design their web-based software does not change or manipulate the data transmitted to Metrc. Proteus uses modern security and encryption techniques that prevent unauthorized hardware or software from accessing or manipulating data. Further such data will be confirmed by our CPA to report sales and other financial data, providing additional checks and balances on physical inventory as related to financial reporting.

HIGHMINDED

System administrators (executives and store manager) will perform monthly POS and equipment reviews. The main goal of this review will be to determine that the POS settings have not been altered in any way that would allow manipulation of sales data. In addition, administrative rights for each employee will be verified ensuring the appropriate access matches individual employee's job description. Completion of this monthly analysis will be recorded in the Hardware and Software Verification log.

If during this inspection a method is found to manipulate or alter sales data HIGHMINDED's CEO or Director of Operations will immediately contact the CCC and cooperate during any further investigation.

In accordance with 830 CMR 62C.25.1.7 all financial and tax records will be kept in machine-sensible or hard copy format for a minimum of 3 years after the date the return is filed. In accordance with DOR Directive 16-1 IV B our POS system will record individual items sold, sale price, tax due, transaction (invoice) number, date and method of payment. This information will be exported daily and stored on our local server and will be kept for a minimum of 3 years after the date the return is filed.

During product intake, specifically product profile set up, we are able to select whether a product contains marijuana (subject to the seed to sale tracking system) or is a non-marijuana product. Our POS system will automatically determine the appropriate tax category for each product. Separate sales reports will be generated daily for both types of product. These reports will be saved on the local server and will be kept for a minimum of 3 years after the date the return is filed.

HIGHMINDED

PERSONNEL POLICIES

As a Marijuana Retailer whose ethos is rooted in education, we strive to provide a knowledgeable experience for each customer. We feel this mission sets us apart from other retailers. We anticipate a large number of customers who are either using marijuana for the first time or getting reacquainted after many decades. It is imperative that our establishment's personnel are able to compassionately guide every customer to a safe, approachable, and predictable product experience. In order to achieve this goal, our Company's Business Plan accommodates the wages needed to support dedicated, caring, and experienced employees from all backgrounds.

It is also necessary that we maintain strict guidelines, rules, and procedures. The HIGHMINDED Codes can be found in our Employee Handbook and Training Materials. Generally, the Codes speak to overall professionalism, a company culture of product knowledge (including marijuana's varied uses and effects), and general conduct codes to ensure the safety of our staff, customers, and our community.

To maintain the professionalism our customers expect, HIGHMINDED will have a zero-tolerance policy for alcohol, marijuana and drug use while employees are on duty.

We will immediately dismiss employees caught in the diversion of marijuana or marijuana products, those that have engaged in unsafe activities that jeopardized the health and safety of the public and have been convicted or plead guilty to distribution of a drug to a minor.

All candidates are required to submit a cover letter and resume outlining why they feel their experience lends itself to our mission. Cover letters are welcomed in many forms as deemed appropriate by the applicant.

Before or upon being interviewed, candidates may be required to complete a Marijuana Pre-Test. Interviews will be conducted on-site unless requested otherwise.

If a candidate is considered a fit, HIGHMINDED will explore their resume, verifying recommendations, previous work experience, and other declarations. HIGHMINDED will complete a certified background check on all considered applicants.

HIGHMINDED will ensure that all employees, managers, directors, and volunteers will apply for agent registration with the CCC. To be deemed suitable, the potential agent needs to demonstrate

- 21 years of age or older
- Never been convicted in MA or distribution of controlled substances to minors or a like offense in another jurisdiction
- Be suitable for registration in accordance with 935 CMR 500.800 and 500.802

HIGHMINDED

HIGHMINDED will obtain a CORI report on potential agents within 30 days of submission of agent registration application. We will keep these CORI forms for our records and inspection by the CCC. CORI reports will be obtained on an annual basis for each agent. This important and reoccurring task will be tracked in Asana, our Project Management software. Employee reviews and Compliance & S.O.P. Classes will also occur annually.

Upon receiving a Provisional License from the CCC we will submit agent applications for all Directors, Managers, and New Hires.

Once fully operational, HIGHMINDED will employ between 20 and 45 people.

Once we have received our provisional license from the CCC, we will begin to hire supporting staff. Our staff will include 1 store manager, 3 to 4 supervisors, 6 to 8 CCR, 3 to 4 cashiers, 3 to 4 security receptionist, and 3 to 4 packaging/back of house staff. For full job descriptions and list of qualifications please refer to our Qualifications and Training packet.

We intend to be open to the public 21 year of age or older from 8 am to 10 pm.

All executive information like formation documents, operating agreements, CORI forms, CHRI results, will be stored electronically on a separate Dropbox account and physical documents will be kept within a locked filing cabinet in the executive office accessible to only executives and ownership. All financial and accounting records will be kept on a separate Dropbox account and physical documents will be kept within a locked filing cabinet in the executive office accessible to executives, in house bookkeeper and our accountant, Misty from Citrine and Cooperman. All employee personnel records including tax information, pay records, background check information, and training log will be kept on a separate Dropbox and physical records will be kept a locked filing cabinet within the executive office accessible to executives and HR. All customer information will be kept within the CRM module of Proteus 420, our certified POS system, and will be protected by 128-bit encryption, SSAE-16SSAE18/SOC 1 Type 2, SSAE-18 SOC 3 Type 2SOC 3 Type 2 and certified HIPPA compliant.

HIGHMINDED

QUALIFICATIONS AND TRAINING

Above all, HIGHMINDED values life experience and an applicant's outlook. While some positions may require college or trade skill training, higher education is not a requirement. Background checks and reference verification are required for employment at HIGHMINDED.

HIGHMINDED's establishment seeks to provide a type of hospitality to its customers and thus experience in the hotel, service, and therapeutic industries are welcomed.

Previous experience in the marijuana industry is preferred, but not required. A curiosity to learn about marijuana and an interest in creating a healthy, inclusive canna-community is pertinent.

The majority of HIGHMINDED LLC is owned by members of the LGBTQ+ community and we welcome all expressions of diversity in our staff, vendors, customers, and company culture.

Once available, all executives, managers and team members that will be handling or participating in the sale of marijuana will take the Responsible Vendor Training (RVT) course. All RVT records and test scores will be kept for 4 year.

HIGHMINDED has conducted preliminary interviews with candidates, mostly those who have approached us after learning about HIGHMINDED in printed and online media articles. These preliminary interviews have been with individuals who have previous experience in Massachusetts' Medical Marijuana industry, and other states' recreational marijuana industries. HIGHMINDED seeks to hire individuals with experience in the marijuana industry for Manager and Sales Associate positions. One candidate in particular, Eric Mosk, currently lives in Pittsfield, where he worked at an RMD, Berkshire Roots, after opening a chain of coffee shops in New York. He holds a degree in architecture. While a formal offer has not been extended at this time, we anticipate having him join our team.

Once a new team member has joined us they will undergo our extensive on boarding program.

No employee will be asked to perform a task of which they have not been properly trained. Subject proficiency will be measured using verbal or written testing. Employees must score above 70% in order to perform the newly learned task. Once available, the RVT will be mandatory within an employee's first 90 days of employment and yearly thereafter. The RVT will account for 3 of the 8 hours of required annual continued marijuana education.

The remaining 5 hours will come from HIGHMINDED's internal education program, covering topics such as different cultivation, extraction, and infusion methods and how they directly relate to the complexities of a customer's experience; Metrc training and compliance; de-escalation techniques; and best business practices. HIGHMINDED will take this opportunity to evaluate and work with our employees, ultimately preparing them for internal promotion. All

HIGHMINDED

training will be tracked in our online training software Trainual. Including time on each training and test result from each section.

An overview of the positions, qualifications, and training we anticipate:

SECURITY:

Security Receptionists

You're the first face a customer sees upon entering HIGHMINDED, a place of discovery, discernment, and delight. Your presence and professionalism create a comforting yet assertive atmosphere. You are precise and exercise patience, always. You prefer to interact with customers from behind the desk—or perhaps you are wading in from the shallow end and have your sights set on strolling in the showroom. Learn the ropes, work hard, and one day soon we'll see you on the inside. Until then, you're an important part of the HIGHMINDED operation responsible for:

- Preventing unauthorized access to our Showroom, especially by individuals under 21 years of age.
- Verifying the valid identification documents of all visitors, guests, and vendors. Keeping a detailed physical and digital visitor's log.
- Maintaining and updating customer information in our CRM & ERP systems. Welcoming employees and permitting their access to the Staff Quarters.
- Monitoring cameras and interfacing with Customer Care Representatives to manage building and showroom capacity.
- Pairing Customers with Customer Care Representatives based on Customer Profiles & Preferences and Conversations.
- Sharing the current menu and discussing new menu items with Waiting Customers
- Fielding Customer Requests & Concerns
- Monitoring the outside cameras to detect loitering or diversion of product to minors.
- Responsible for ensuring menus (both physical and digital) are up-to-date and accurate

CUSTOMER CARE:

Customer Care Representatives

Some call them *budtenders*, we don't. Providing customers of varied experience with intelligent, insightful, and honest recommendations is far more involved than slinging marijuana onto a scale. Any old stoner can do that.

You've smoked a joint or two, dab-bled, nibbled, but your specialty is _____ and you know everything about it. Its genetics are in your dreams. But, your marijuana knowledge reaches beyond your personal preferences, because you understand that our Customers will vary and need to be met at their level of understanding. You are responsible for:

HIGHMINDED

- Empowering Customers to make educated purchasing decisions
- Handholding when necessary, guiding when not
- Staying up to date on new products in the Showroom and in the marijuana industry.
- Educating fellow Customer Care Representatives, Leaders, Specialists, and Executives about new insights, hard-won Showroom wisdom, and the future of marijuana—around the water cooler and in Team Education Sessions.
- Learning about new modes, methods, and trendy consumption techniques.
- Listening to fellow Customer Care Representatives, Leaders, Specialists, Executives, and—yes, even customers share their Use Experiences.
- Securing Product in Showroom display cases, opening when necessary to educate Customers.
- Ensuring that all Showroom samples are in working order and representative of product offered.
- Wielding your POS system like a PRO, jotting down quick Customer Notes or filing Listen Up! Memos
- Handling cash and change when needed, especially when staffed at Cash Wrap
- Directing customers to pick up their orders at the desk before offering a warm farewell

Customer Care Leader

You are exacting, yet gentle and kind. You never lose your wont (*Google it!*), even when you want to. You're the Leader and your example drives this canna-ship forward. You come with industry experience, confidence, and are cool even under pressure. And, of course, you're a master of most consumption methods. You are responsible for:

- Training and refreshing Customer Care Representatives, real time, all the time
- Scheduling and managing daily shift schedules, permitting lunches and breaks
- Whack-a-mole-ing moment-to-moment concerns, complaints, potential compliance compromises
- Stepping in to provide Customer Service like only you know how to, leading by example,
- Delegating tasks to Customer Care Representatives as needed
- Reporting to Managers, Specialists, and Executives on daily operations, concerns, solutions.
- Coordinating efforts between Representatives and Merchandising Associates to ensure Customers are receiving their purchases promptly
- Responsible for appearance of showroom upon opening and closing

PRODUCT/MERCHANDISING MANAGEMENT:

Merchandising Specialist

You're Stage Crew and that's how you like it: behind the scenes. You make the magic move—from inside the Safe Rooms to the hands of customers in the Showroom. You manage Santa's

HIGHMINDED

Workshop and every day is Christmas Eve. The product must be stocked properly, the safes must be shut, locked—check them twice. The orders must be right. You seemingly have twelve arms, organization is your middle name, you like to keep everything in order. Thank you, next— Your responsibilities include:

- Making the perfect pre-rolls
- Weighing and packaging flower
- Delivering Customer's Exit Bag to the Exit Counter CCR or to the Customers directly
- Assisting the General Manager & Operations Director with Inventory Control

HIGHMINDED

QUALITY CONTROL AND TESTING

As a Retail and Manufacturing Marijuana Establishment, we will not accept any products that have failed CCC mandated lab tests.

All product transported to or from our facility will occur in vehicles that adhere to 935 CMR 500.105 (13)

If a vendor's product is suspected or reported to be contaminated, we will remove all product from sales inventory. We will notify the vendor immediately and the CCC within 72 hours. Suspected contaminated product will be moved to RACK 5 until the issue has been resolved via the vendor providing documentation of product safety.

Any materials provided by vendors which denote product test results will be kept with the seed- to-sale tracking paperwork for at least a year.

During the regulated product intake process, marijuana flower will also be inspected for internal quality control purposes using a magnifying visual aid in order to grade the marijuana based on factors such as: bud formation, density, trichome color and density will be taken into consideration.

We will work with our vendors to ensure that only products that have been cured and only contain leaves and/or flowers of the female marijuana plant are offered to our customers. We will only accept product that is free from foreign matter and microbial contaminants.

Once product has completed the intake and inspection process it will be packaged in airtight containers then stored in our temperature and humidity-controlled vault. The vault will be kept clean to eliminate the possibility of product damage, chemical or microbial contamination.

Any marijuana products that are refused by a HIGHMINDED agent will be returned to the originating establishment. Upon market maturity, we anticipate the biggest reason for refusal will be 'unsolicited products.' However, if for any other quality assurance reason or discrepancies they will be reported to the CCC within 48 hours.

All Registered Agents working directly with marijuana will be required to obtain a food handler permit. We will have strict personnel cleanliness policies. Staff will be required to wash their hand upon the start of their shift, after any restroom break, after meals and after any other contamination. Staff directly handling product will be required to wear gloves.

Facility cleanliness is a priority for HIGHMINDED both in our showroom and limited access areas. Keeping operations areas free for FOD (foreign object debris) is the key to mitigating mold, bacteria, and pests. Garbage is a one of the largest contributors of FOD, to remedy this we will collect all non-marijuana garbage facility wide and remove it from the facility nightly. All

HIGHMINDED

marijuana intake, packaging, and preparation surfaces will be food grade stainless steel tables. The surfaces will be cleaned and sanitized daily or as needed. All cleaning supplies and toxic chemicals will be stored, in the utility closet located in the administrative area, away from the marijuana and product containing operation area and vault.

Our building is undergoing a complete gut renovation. During this process we are updating all water and plumbing fixtures to ensure adequate warm water supply and system drainage. We are adding 1 ADA unisex laboratory and 1 non-ADA unisex laboratory to our facility for use by both customers and staff. Hand washing facilities will be located in the laboratories, kitchen, and operations area. Signs will be posted in the laboratories stating, “employees must wash their hands before returning to work.” In our limited access areas all floors, walls and ceilings will be constructed in a fashion so that they are easily cleaned and kept in good repair. Equipment will be stored in a designated space and will not interfere with sanitary operations. Our staff will clean the facilities and refill all necessary items daily, including cleaning of the restrooms and other handwashing stations.

HIGHMINDED

RECORD KEEPING PROCEDURES

All records will be collected and kept in accordance to Generally Accepted Accounting Principles (GAAP) and will be accessible by the Commission upon request. All sensitive records will be kept in a locked cabinet in the Executive Office, accessible only by Directors and Managers of our establishment.

For each employee at HIGHMINDED a personnel record will be created. This record will include their background check report, verification of references, application, limitations affidavit, diversion attestation, copy of their Agent Registration card, job description, certificate of completion for Responsible Vendor Training, training (8 hours of duty related training) log, tax information, performance evaluations, and disciplinary action. Employee records will be kept for a minimum of 1 year after relationship termination.

Written Operating Procedures will be kept in a separate binder for easy access. All business documents, tax information, sales data, financial records, sensitive personnel records (background checks) and other documents containing account numbers, CORI forms, or SSNs will be kept in a separate binder, in a separate cabinet so that manager-level employees do not have access.

HIGHMINDED will maintain business records that include assets and liabilities, books of accounts, monetary transactions, sales records, salary and wages paid to employees or executives. Monthly inventory reports and manifests will be kept in the limited-access manager's office and transferred for longer keeping to the Executive Office at month's end.

Inventory reports will include the date of the inventory count, findings summary, names, signatures and titles of the individuals who conducted the inventory count. These inventory records will be stored for a minimum of 3 years. For a complete overview of our inventory cycle counting process please refer to our Inventory Procedures submission.

It will be mandatory for incoming products to have the appropriate Metrc tags that match the incoming Metrc manifest. The Metrc tag will be filed and kept in the vault room with the product until final sale. After intake, manifests will be filed in the Operations Room, and moved to the Executive Office at month's end and kept for a minimum of 3 years.

Waste disposal records will be kept in a file folder on RACK #5 and transferred on a monthly basis for storage within Executive Office where they will be stored for a minimum of 3 years.

HIGHMINDED will maintain detailed written operating procedures in pursuant to 935 CMR 500.105 that include security measures, employee security policies, storage practices, waste disposal, product description and price list, personnel policies and procedures, recordkeeping procedures, quality control and test procedures, hours of operation and staffing plan, emergency procedures, workplace alcohol and drug policies, maintaining confidential information, immediate termination of staff for severe events like diversion to minors, a list of all board members and executives, cash handling procedures, diversion to minors, energy efficiency and conservation evaluation, hazard communication plan, PPE assessment, fire protection plan and an emergency action plan.

HIGHMINDED

Once fully operational HIGHMINDED will employ between 20 and 45 people. Once we have received our provisional license from the CCC, we will begin to hire supporting staff. Our staff will include 1 store manager, 3 to 4 supervisors, 6 to 8 CCR, 3 to 4 cashiers, 3 to 4 security receptionist, and 3 to 4 packaging/back of house staff. For full job descriptions and list of qualifications please refer to our Qualifications and Training packet. We intend to be open to the public 21 year of age or older from 8 am to 10 pm.

HIGHMINDED

RESTRICTING ACCESS TO INDIVIDUALS UNDER 21

All persons including employees and Registered Agents, visitors and customers seeking access to our facility must be 21 years of age or older. Everyone will enter through a clearly marked designated entrance. All other exterior doors will be locked from the outside and require a keycode or fob key to open.

All persons must be buzzed into the building's lobby and will be greeted by a Security Receptionist in order to access the secured waiting room. All persons must present an unexpired and unaltered identification card at the security reception desk, which will be captured on security camera, before entering the secured queuing hallway that leads to our showroom.

Acceptable forms of ID includes but are not limited to the following:

- An unexpired and unaltered U.S. state or District of Columbia driver license.
- An unexpired and unaltered identification card issued by a U.S. state, District of Columbia, Puerto Rico, Guam, Northern Mariana Islands, United States Virgin Islands, or American Samoa, with photo, name, date of birth, and physical description.
- An unexpired and unaltered ID card issued by a federally recognized Indian tribe with photo, name, and date of birth.
- An unexpired and unaltered passport or passport card.
- An unexpired and unaltered U.S. military ID card

Any persons without a valid or authentic ID will be escorted off premises and not permitted to access our facility. Suspect persons will be monitored, logged into our CRM system, and reported to the Great Barrington Police Department, if necessary.

Customers will also need to present their ID at checkout to a sales representative before receiving their product. Acceptable forms of identification are: state-issued driver's license, US Passport issued by US Department of State, US Military ID and a Foreign Passport.

All non-retail visitors, vendors, and other personnel will be issued a temporary visitor badge and escorted by a HIGHMINDED employee at all times. A digital visitor log will be maintained for all outside vendors.

HIGHMINDED

| Separating Recreational From Medical Operations

Not applicable.

HIGHMINDED

POSITIVE IMPACT PLAN; HIGHMINDED HEALS

GOALS

- 1) Our goal is to provide complimentary personal and professional development for up to 200 disproportionately impacted individuals per year, in Pittsfield & North Adams, through reparative mentoring and technical training.
- 2) Provide quarterly information and education material online as continuing education for course attendees and for those who were unable to attend in-person.

PROGRAMS

- 1) Host one annual training session in Pittsfield and one annual training session in North Adams, with a maximum capacity of 100 persons per session. Training sessions will be geared towards the marijuana industry and acknowledge specific barriers affecting disproportionately impacted individuals, but training sessions will be to the overall betterment of the attendee. Events will be hosted in public, ADA- accessible locations. HIGHMINDED will feature a guest speaker at each training who has a strong personal narrative to share and who will speak to the power of positive personal narratives.
 - a. We believe that personal narratives are important for the growth of an individual, especially an individual who has been marginalized by society via the war on drugs. Beyond the generational trauma and poverty caused by incarceration, a person's confidence may be tarnished by their perceived second-class citizen status. The legalization of recreational marijuana (and thus the further commercialization of marijuana) does not focus on the reparation of society. Even individuals whose records have been cleared by expungement may need help to emotionally process what has been repaired and what has been left undone. Our work starts here. The personal narrative's goal is to propel an individual into positive action and use their story (history) to shape the future. This could mean a previously incarcerated individual advocating for the federal legalization of marijuana or for national expungement
- 2) Online Content & Mailing List: we will create a dedicated online mailing list for the HIGHMINDED Heals Program to send quarterly communications regarding past and future trainings, educational materials, industry opportunities, and examples of positive personal narratives in the media. Materials will also be accessible via our website. To increase awareness to such materials and programs HIGHMINDED will promote them in its retail establishment on an annual basis.
 - a. These listings, advertisements, branding, and sponsorship information will be published in diverse publications, social media groups, and on our website in accordance with 935 CMR 500.105(4).
 - b. Encourage its employees to share such materials with their network, friends, and family.

HIGHMINDED

QUANTITATIVE MEASUREMENTS

- 1) Number of sessions held in Pittsfield and North Adams.
 - a. The first annual sessions will be held well before our license renewal in order to show the Commission our goal and programs' progress and success.
- 2) Number of attendees per session. -A sign-in sheet will be kept at entry and request attendees name, address, prior convictions (if applicable), area of industry interest. Number of employee hours and billable rates spent on creating educational programs, materials, media assets, and other work pertaining to HIGHMINDED Heals Training Sessions.
- 3) Number of dollars spent on event space, refreshments, printed materials, travel, and promotion.
- 4) Number of emails, newsletters, or other digital communication sent
- 5) Number of subscribers to the HIGHMINDED Heals newsletter

QUALITATIVE MEASUREMENTS:

- 1) Subject matter of training sessions and how the staff felt the material was received.
- 2) General feedback from the speaker on the audience's receptivity and engagement
- 3) Success stories and feedback from attendees will be recorded and kept in an ongoing project file to be reviewed on an annual basis.
 - a. Future materials will seek to answer the questions that arise in conversations both online and in our communities.
- 4) Response from the newsletter subscribers
- 5) 2.1 Community or on-going relationships that reoccurring communication makes possible

None of the programs, actions, or initiatives listed above will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state law.