



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282478
Original Issued Date: 07/21/2021
Issued Date: 07/21/2021
Expiration Date: 07/21/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: High Five Inc.

Phone Number: 413-695-3788
Email Address: christoss974@yahoo.com

Business Address 1: 19 Wemelco Way
Business City: Easthampton Business State: MA Business Zip Code: 01027
Business Address 2:
Mailing Address 1: 20 Hillside Lane
Mailing City: Ashley Falls Mailing State: MA Mailing Zip Code: 01222
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100
Role: Owner / Partner Other Role:

First Name: Christo **Last Name:** Christodoulou **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Greek

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Christo **Last Name:** **Suffix:**
Christodoulou
Types of Capital: Monetary/ **Other Type of Capital:** **Total Value of the Capital Provided:** **Percentage of Initial Capital:**
Equity \$340000 10
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Christo **Last Name:** Christodoulou **Suffix:**
Marijuana Establishment Name: Alexsofia LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Northampton **Marijuana Establishment State:** MA

Individual 2

First Name: Christo **Last Name:** Christodoulou **Suffix:**
Marijuana Establishment Name: High Five, Inc **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Easthampton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 19 Wemelco Way
Establishment Address 2:
Establishment City: Easthampton **Establishment Zip Code:** 01027
Approximate square footage of the Establishment: 16000 **How many abutters does this property have?:** 6
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Abutters Letter High Five Inc..pdf	pdf	5e6bbf7a2eba6d38ef16124a	03/13/2020
Community Outreach Meeting Documentation	COM Town Letter High Five Inc..pdf	pdf	5e6bbf7ed29ad935715927ec	03/13/2020
Community Outreach Meeting Documentation	COM Newspaper High Five.pdf	pdf	5e711f0cd29ad9357159318f	03/17/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning High Five Inc. Cult:Manf 032520.pdf	pdf	5e7b780a961ad539052bbdd8	03/25/2020
Certification of Host Community Agreement	High Five Inc HCA Certification Form fully executed5292020.pdf	pdf	5ed1675dc3c6c94ac5afdb7d	05/29/2020
Community Outreach Meeting Documentation	COM Attestation High Five Inc..pdf	pdf	5edfd5d11c2dbc24d01a0f3e	06/09/2020

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 High Five Inc. 052820 (1).pdf	pdf	5ed16dab7e5a433e27f3232b	05/29/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Christo

Last Name: Christodoulou Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws High Five Inc.pdf	pdf	5e710b60d29ad93571593108	03/17/2020
Articles of Organization	Art of Org High Five 2.png	png	5e710b63b7c619391b8b5d5d	03/17/2020
Articles of Organization	Art of Org High Five 3.png	png	5e710b669a385038d9d86dfe	03/17/2020
Articles of Organization	Art of Org High Five Inc. 1.png	png	5e710b695f1da0353e2af50c	03/17/2020
Secretary of Commonwealth - Certificate	Cert Good Standing SOC High	pdf	5e7b790bb014bf38e46cbcc0	03/25/2020

of Good Standing	Five .pdf			
Department of Revenue - Certificate of Good standing	Certificate Of Good Standing DOR High Five Inc.pdf	pdf	5e7b7916bddf0438d21da3eb	03/25/2020

No documents uploaded

Massachusetts Business Identification Number: 001429300

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline High Five Inc 031320.pdf	pdf	5e711084b014bf38e46ca4c6	03/17/2020
Business Plan	High Five - Business Plan-compressed.pdf	pdf	5e7ba47dbddf0438d21da53f	03/25/2020
Plan for Liability Insurance	Insurance High Five Inc retail_manufacturing 060820.pdf	pdf	5edfe0a2c6c85217ea3753e7	06/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Qualifications and Training - High Five - 032520.pdf	pdf	5e7ba511172cbc3545973bc9	03/25/2020
Quality control and testing	Quality control and testing - High Five - 031720.pdf	pdf	5e7ba5129a385038d9d887d2	03/25/2020
Record Keeping procedures	Recordkeeping Procedures - High Five - 032520.pdf	pdf	5e7ba515bddf0438d21da545	03/25/2020
Transportation of marijuana	Transportation of marijuana - High Five - 031720.pdf	pdf	5e7ba520d29ad93571594b0f	03/25/2020
Restricting Access to age 21 and older	Plan to restrict access 21 - High Five - 031720.pdf	pdf	5e7ba617554b033566cce887	03/25/2020
Prevention of diversion	Prevention of diversion - High Five - 031720.pdf	pdf	5e7ba61cb7c619391b8b772b	03/25/2020
Policies and Procedures for cultivating.	Cultivation Plan - Operating Policies and Procedures - High Five - 031720.pdf	pdf	5e7ba983b3c49635509e8a2c	03/25/2020
Diversity plan	Diversity Plan - High Five - 031720.pdf	pdf	5e7ba98481ed8a355b8d6845	03/25/2020
Inventory procedures	Inventory procedures - High Five - 031720.pdf	pdf	5e7ba9852eba6d38ef16350b	03/25/2020
Maintaining of financial records	Maintaining Financial Records - High Flve - 032520.pdf	pdf	5e7ba986554b033566cce8a4	03/25/2020
Personnel policies including background checks	Personnel Policies - High Five - 031720.pdf	pdf	5e7ba987961ad539052bbf5d	03/25/2020
Security plan	Security Plan - High Five - 031720.pdf	pdf	5e7cf4f4554b033566cce2c	03/26/2020
Storage of marijuana	Storage of Marijuana - High Five - 032620.pdf	pdf	5e7cf77f1cdd2e3910a51051	03/26/2020

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: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

High Five Inc.
19 Wemelco Way
Easthampton, MA 01027

March 06, 2020

Dear Abutter to 19 Wemelco Way

We are giving notice that a Community Outreach Meeting for High Five Inc., a proposed marijuana cultivator/manufacture is scheduled for March 30, 2020, 5pm at their proposed location above. There will be an opportunity for the public to ask questions. If you are unable to attend, please email questions to cuttermj@aol.com or ezra@greenglove.cc.

Sincerely,



Ezra Parzybok
Consultant on behalf
High Five Inc.

High Five Inc.
19 Wemelco Way
Easthampton, MA 01027

To:

Easthampton Town Clerk Municipal Building 50 Payson Avenue, Easthampton, MA 01027	Easthampton Planning Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027	Easthampton Mayor's Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027
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March 06, 2020

Dear Easthampton town departments,

We are giving notice that a Community Outreach Meeting for High Five Inc., a proposed marijuana cultivator/manufacturer is scheduled for March 30, 2020, 5pm at their proposed location above. There will be an opportunity for the public to ask questions. If you are unable to attend, please email questions to cuttermj@aol.com or ezra@greenglove.cc.

Sincerely,



Ezra Parzybok
Consultant on behalf
High Five Inc.

TODAY IN HISTORY

By The Associated Press
TODAY is Friday, March 13, the 73rd day of 2020. There are 293 days left in the year.

TODAY'S HIGHLIGHT IN HISTORY:
On March 13, 2013, Jorge Bergoglio of Argentina was elected pope, choosing the name Francis; he was the first pontiff from the Americas and the first from outside Europe in more than a millennium.

ON THIS DATE:
In 1639, New College was renamed Harvard College for clergyman John Harvard.

In 1862, President Abraham Lincoln signed a measure prohibiting Union military officers from returning fugitive slaves to their owners.

In 1865, Confederate President Jefferson Davis signed a measure allowing black slaves to enlist in the Confederate States Army with the promise they would be set free.

In 1901, the 23rd President of the United States, Benjamin Harrison, died in Indianapolis at age 67.

In 1925, the Tennessee General Assembly approved a bill prohibiting the teaching of the theory of evolution. (Gov. Austin Peay (pee) signed the measure on March 21.)

In 1933, banks in the U.S. began to reopen after a "holiday" declared by President Franklin D. Roosevelt.

In 1934, a gang that included John Dillinger and "Baby Face" Nelson robbed the First National Bank in Mason City, Iowa, making off with \$52,344.

In 1954, the Battle of Dien Bien Phu began during the First Indochina War as Viet Minh forces attacked French troops, who were defeated nearly two months later.

In 1969, the Apollo 9 astronauts splashed down, ending a mission that included the successful testing of the Lunar Module.

In 1975, the first Chili's restaurant was opened in Dallas by entrepreneur Larry Lavine.

In 1980, Ford Motor Co. Chairman Henry Ford II announced he was stepping down, the same day a jury in Winamac, Indiana, found the

company not guilty of reckless homicide in the fiery deaths of three young women in a Ford Pinto.

In 1996, a gunman burst into an elementary school in Dunblane, Scotland, and opened fire, killing 16 children and one teacher before killing himself.

ONE YEAR AGO: A late winter storm brought blizzards, floods and a tornado across more than 25 states from the northern Rocky Mountains to Texas and beyond.

TODAY'S BIRTHDAYS: Jazz musician Roy Haynes is 95. Country singer Jan Howard is 80. Songwriter Mike Stoller is 97. Singer-songwriter Neil Sedaka is 81. R&B/gospel singer Candi Staton is 80. Opera singer Julia Migenes is 71. Actor William H. Macy is 70. Comedian Robin Duke is 66. Actress Dana Delany is 64. Sen. John Hoeven, R-N.D., is 63. Rock musician Adam Clayton (U2) is 60. Jazz musician Terence Blanchard is 58. Actor Christopher Collet is 52. Rock musician Matt McMonough (Mudvayne) is 51. Actress Annabeth Gish is 49. Actress Tracy Wells is 45. Rapper-actor Common is 48. Singer Glenn Lewis is 45. Actor Danny Masterson is 44. Bluegrass musician Clayton Campbell (The Gibson Brothers) is 39. Actor Noel Fisher is 36. Singers Natalie and Nicole Albino (Nina Sky) are 36. Actor Emile Hirsch is 35. Olympic gold medal skier Mikaela Shiffrin is 25. Tennis star Coco Gauff is 16.

THOUGHT FOR TODAY: "History repeats itself. That's one of the things wrong with history." — Clarence Darrow, American lawyer (born 1857, died this date in 1938).

Thursday's Puzzle Answer
1 8 9 4 6 7 3 5 2
7 2 3 8 9 5 1 6 4
4 5 6 3 1 2 7 8 9
8 1 7 9 5 3 4 2 6
3 9 2 1 4 6 8 7 5
5 6 4 7 2 8 9 1 3
2 7 1 5 3 9 6 4 8
6 3 8 2 7 4 5 9 1
9 4 5 6 8 1 2 3 7

Sudoku Complete the grid so that every row, column and 3x3 box contains every number from 1 to 9 inclusively.

Sudoku grid with numbers 1-9 in various positions.

3/13 DIFFICULTY RATING: ★★★★★

WONDERWORD By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

'1917' (FILM) Solution: 11 letters

Word search grid with letters S, T, R, O, N, G, W, S, T, O, K, E, S, N, F, etc.

© 2020 Andrews McMeel Syndication www.wonderword.com 3/13
Andy, Apollo, Baker, Benedict, Blake, British, Carter, Chapman, Claire, Colin, Corporal, Cumberbatch, Erinmore, Firth, France, General, George, Gordon, Lance, Lauri, Leslie, MacKay, Madden, Mark, Mays, Miller, NCO, Parker, Paul, Richard, Sam Mendes, Sanders, Schofield, Scott, Sepoy, Sergeant, Smith, Stokes, Strong, Tinto, Wilson-Cairns
Yesterday's Answer: Clasps
Jo's Jewels Collector's Edition is back by popular demand! Purchase online at www.WonderWordBooks.com or call 1-800-642-6480.

LEGAL NOTICES

LEGAL HEADER PV2019 1IN

Legals

CITY OF EASTHAMPTON CONSERVATION COMMISSION

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L. c 131, s 40, Chair Melissa Coady of the Easthampton Conservation Commission will hold a public meeting on a Notice of Intent filed by The Zenginer for the installation of a living wall at 298 & 300 Loudville Rd (Map 12, Lots 11 & 12). The public meeting will be held on March 23, 2020 at 6:00 PM, at the Municipal Office Building, 50 Payson Avenue. The filing is available for public review at the Easthampton Planning Department. March 13 41656

High Five Inc., a cannabis establishment proposed for 19 Wemelco Way, Easthampton, MA 01027 is applying for a cultivation and manufacturing license from the Cannabis Control Commission. We are giving notice of our public Community Outreach Meeting at the proposed location for 5pm on March 30, 2020. The public is welcome to ask questions. Contact ezra@greenglove.cc for information. March 13 41553

INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Division 15 Atwood Drive Northampton, MA 01060 413-586-8500 Docket No. HS20P0147EA

Estate of Charles E. Bibeau Date of Death: January 13, 2020 To all persons interested in the above captioned estate, by Petition of Petitioner Mark G. Bibeau of Carrollton TX a Will has been admitted to informal probate. Mark G. Bibeau of Carrollton TX has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedures. A copy of the Petition and Will, if any, can be obtained from the Petitioner. March 13 41661

Legals

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by John E Bressette and Marline A Bressette to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Ascella Mortgage, LLC, dated December 13, 2006 and recorded in Hampshire County Registry of Deeds in Book 8980, Page 1 (the "Mortgage") of which mortgage Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-1 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2007-1 is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Ascella Mortgage, LLC, to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-1 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2007-1 dated October 28, 2019 and recorded at said Registry of Deeds in Book 13466, Page 231, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 103 Turkey Hill Road, Belchertown, MA 01007 will be sold at a Public Auction at 1:00 PM on April 3, 2020, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit: The land with the buildings thereon situated in the Town of Belchertown, Hampshire County, Commonwealth of Massachusetts, being known and designated as land to be conveyed to Larry J. & Bonnie A. Barthelette, Belchertown-Hampshire Cty., Mass., dated 4-26-75, recorded with the Hampshire County Registry of Deeds in Plan Book 95, Page 93, said land being more particularly bounded and described as follows: Northwesterly by Turkey Hill Road, 140 feet; Northeasterly by other land of Edmond L. & Sandra L. Monahan, as shown on said plan, 378.20 feet; Southerly by land of Eliza E. Hoag as shown on said plan, 190 feet; and Southwesterly by land of said Eliza E. Hoag, as shown on said plan, 213.95 feet. Containing 43,580 square feet of land. For title reference, see Deed recorded with said Registry of Deeds in Book 5365, Page 235. For current title see deed recorded herewith. For mortgagor's title see deed recorded with the Hampshire County Registry of Deeds in Book 8979, Page 340. The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession. Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication. Other terms to be announced at the sale. Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-1 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2007-1 Korde & Associates, P.C. 900 Chelmsford Street Suite 3102 Lowell, MA 01851 (978) 256-1500 Bressette, John E., 19-035969 March 6, 13, 20 41307

Legals

INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Division 15 Atwood Drive Northampton, MA 01060 413-586-8500 Docket No. HS20P0134EA

Estate of THOMAS JOE SCHWAB Also known as: Thomas J. Schwab Date of Death: January 14, 2020 To all persons interested in the above captioned estate, by Petition of Petitioner Lois A. Schwab of South Hadley, MA, a Will has been admitted to informal probate. Lois A. Schwab of South Hadley, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representative appointed under informal procedures. A copy of the Petition and Will, if any, can be obtained from the Petitioner. March 13 41497

NOTICE AND ORDER: Petition for Resignation or Petition for Removal of Guardianship of a Minor DOCKET NO. HS15P0017GD COMMONWEALTH OF MASSACHUSETTS The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060

In the interests of Keirstyn G. Boyle of Belchertown, MA Minor NOTICE TO ALL INTERESTED PARTIES 1. Hearing Date/Time: A hearing on a Petition to Resign as Guardian of a Minor or Petition for Removal of Guardianship of a Minor filed by John Boyle on March 2, 2020 will be held 04/08/2020 2:00 P.M. Guardianship of Minor Hearing. Located at 15 Atwood Drive, Northampton MA 01060 2. Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court, and Mail a copy to all interested parties at least five (5) business days before the hearing. 3. Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request

Legals

that counsel be appointed for the minor. 4. Presence of the Minor at Hearing: A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests. THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice. Date: March 4, 2020 Michael J. Casey Register of Probate March 13 41640

NOTICE AND ORDER: Petition for Visitation of Guardian of a Minor DOCKET NO. HS15P0017GD COMMONWEALTH OF MASSACHUSETTS The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060

In the interests of Keirstyn G. Boyle of Belchertown, MA Minor NOTICE TO ALL INTERESTED PARTIES 1. Hearing Date/Time: A hearing on a Petition for visitation of Guardian of a Minor filed on 01/13/2015 by Claire A Tetrault of Belchertown, MA Dennis R Tetrault of Belchertown, MA will be held 04/08/2020 2:00 pm Guardianship of Minor Hearing. Located at 15 Atwood Drive, Northampton MA 01060 2. Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court, and Mail a copy to all interested parties at least five (5) business days before the hearing. 3. Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor. 4. Presence of the Minor at Hearing: A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests. THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice. Date: March 4, 2020 Michael J. Casey Register of Probate March 13 41644

NOTICE AND ORDER: Petition for Visitation of Guardianship of a Minor DOCKET NO. HS15P0017GD COMMONWEALTH OF MASSACHUSETTS The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060

In the interests of Keirstyn G. Boyle of Belchertown, MA Minor NOTICE TO ALL INTERESTED PARTIES 1. Hearing Date/Time: A hearing on a Petition for visitation of Guardian of a Minor filed on 01/13/2015 by Claire A Tetrault of Belchertown, MA Dennis R Tetrault of Belchertown, MA will be held 04/08/2020 2:00 pm Guardianship of Minor Hearing. Located at 15 Atwood Drive, Northampton MA 01060 2. Response to Petition: You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court,

Legals

and Mail a copy to all interested parties at least five (5) business days before the hearing. 3. Counsel for the Minor: The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor. 4. Presence of the Minor at Hearing: A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests. THIS IS A LEGAL NOTICE: An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice. Date: March 4, 2020 Michael J. Casey Register of Probate March 13 41465

The Westhampton Conservation Commission

will hold a public hearing pursuant to the Massachusetts Wetlands Protection Act, M.G.L. CH. 131 Sec 40 to consider the request for determination of applicability (RDA) filed by Marita and Michael Proulx for the removal of small trees/saplings on the edge of a field at 0 Northwest Rd Westhampton, MA (Parcel ID: 331/005.0-0006-0000.0). The meeting will be held on March 18, 2020 at 7 pm at the town hall in Westhampton, MA. A copy of the RDA will be available for public inspection at the meeting. March 13 41553

Legals

INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Division 15 Atwood Drive Northampton, MA 01060 413-586-8500 Docket No. HS20P0137EA

Estate of Cynthia A Jones Date of Death: 9/22/2019 To all persons interested in the above captioned estate, by Petition of Petitioner Michael P Jones, Jr. of Springfield, MA a Will has been admitted to informal probate. Michael P Jones, Jr. of Springfield MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedures. A copy of the Petition and Will, if any, can be obtained from the Petitioner. March 13 41463

American Heart Association www.heart.org

Do you have a Legal Notice to publish?

Publishing a notice is easy! Email your notice to legals@gazettenet.com with your contact information and date of publication. With legal notices, sooner is always better. 72 hours ahead of publication is ideal, but the absolute last minute deadlines are:

- Monday's paper Friday at 9am
Tuesday's paper Friday at 4pm
Wednesday's paper Monday at Noon
Thursday's paper Tuesday at Noon
Friday's paper Wednesday at Noon
Saturday's paper Thursday at Noon

Please note that with the exception of certain standard notices such as informal probate notices, name changes, conservator/guardian notices and citations on petitions of formal adjudication, all legal notices must be typed and sent to legals@gazettenet.com.

We do not have a typesetter and cannot accept hard copies of zoning hearings, ordinance, public meeting notices, requests for bids, etc. These must be sent in a Word doc or in the body of the email.

Please call Dane at 413-585-5206 with any questions about placing legal notices in the Gazette.

High Five Inc. Cultivation and Manufacturing: Plan to Remain Compliant with Local Zoning

High Five Inc. attests that it will, through its operation of a marijuana establishment in the town of Easthampton, MA, follow and remain compliant with all local zoning requirements.

High Five Inc. is required by Easthampton bylaw to complete a Special Permit and Site Plan review process, apply for building permits, and comply with local building regulations before being granted a certificate of occupancy. Once granted, the special permit duration is unlimited unless a change of use occurs.

We are currently commencing our permitting process and working with all town departments on fulfilling plans to follow the use regulations for security and fire, special provisions for parking, loading, signs, etc. laid out in the conditions for site plan and special permit.

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, Christo Christodoulou, (*insert name*) certify as an authorized representative of High Five Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Easthampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 5/29/20 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Nicole LaChapelle, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Easthampton (*insert name of host community*) to certify that the applicant and Easthampton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 5/29/2020 (*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, Chirsto Christodoulou, (*insert name*) attest as an authorized representative of High Five Inc. (*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 March 30, 2020 (*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 March 13, 2020 (*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 March 13, 2020 (*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 March 10, 2020 (*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.

The Positive Impact Program, High Five Inc.

Introduction

This direct mentor-to-mentee program will be hosted in Greenfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. High Five Inc. has committed to funding their *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through demographic and municipally targeted online media on MassLive and any other means to acquire mentees.

Acknowledgements

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

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

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

Goals:

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

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

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

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **on-going virtual** training seminars accessible at any time (formerly quarterly, in-person seminars, before covid-19.) (see seminar content below)
 - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.

- PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
- PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.
- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, a resource center providing documents and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals.
- Promote PTG attendee participation in a survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

Virtual seminar - This free, online seminar will be advertised online and be targeted at the above ADI or for the PTG we are working with on-going, pro bono. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- | | |
|---|---|
| <ul style="list-style-type: none"> ● Introduction ● A brief history of Marijuana regulation ● Federal Law, State Law, Regulations and Administrative Decisions ● The Cannabis Control Commission ● Developing your vision ● Developing your business plan ● The Application Process - Threading the needle | <ul style="list-style-type: none"> ● Community Resources for Economic Development ● Home-Grown Cannabis regulations ● Employment in the Marijuana Industry ● Open Forum ● Next steps |
|---|---|

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to licensing, compliance and regulatory resources that provides access to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ sessions, where PTG participants may pose questions and receive answers to Marijuana industry related issues.
- An on-going (minimum **weekly**) telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the seminar may complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the seminar or after mentoring has been initiated. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will help assess and measure the obstacles and routes to success for PTG participants.

Measurements:

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

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees of seminars are PTGs or from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define “sustained participation” as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our resource center, or participating in our weekly telephone conference during the 3 months following their first seminar.
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual data report to the governing body of the above ADI, and an independent regional workforce development and/or economic development organization.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.

High Five Inc.

Bylaws

ARTICLE I OFFICES

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

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

ARTICLE II MEETINGS OF STOCKHOLDERS

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

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

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

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary

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

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

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

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

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

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote

shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

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

ARTICLE III DIRECTORS

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

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

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

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or

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

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

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

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

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

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

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

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

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or

an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

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

ARTICLE V COMMITTEES OF DIRECTORS

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

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

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

ARTICLE VI COMPENSATION OF DIRECTORS

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

ARTICLE VII NOTICES

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

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

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

ARTICLE VIII OFFICERS

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

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

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

resignation, removal or otherwise shall be filled by the Board of Directors.

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

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

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

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

ARTICLE IX CERTIFICATES OF STOCK

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

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

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

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

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

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

ARTICLE X

GENERAL PROVISIONS

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

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

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

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

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

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such

person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

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

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

ARTICLE XII AMENDMENTS

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

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

###

APPROVED AND ADOPTED
January 20, 2020.

Christo Christodoulou
Christo Christodoulou, Secretary

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: CHRISTOS CHRISTODOULOU
No. and Street: 20 HILLSIDE LANE
City or Town: ASHLEY FALLS State: MA Zip: 01222 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	CHRISTOS CHRISTODOULOU	20 HILLSIDE LANE ASHLEY FALLS, MA 01222 USA
TREASURER	CHRISTOS CHRISTODOULOU	20 HILLSIDE LANE ASHLEY FALLS, MA 01222 USA
SECRETARY	CHRISTOS CHRISTODOULOU	20 HILLSIDE LANE ASHLEY FALLS, MA 01222 USA
DIRECTOR	CHRISTOS CHRISTODOULOU	20 HILLSIDE LANE ASHLEY FALLS, MA 01222 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR A LICENSE WITH THE CCC.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 19 WEMELCO WAY
City or Town: EASTHAMPTON State: MA Zip: 01027 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

located (post office boxes are not acceptable):

No. and Street: 19 WEMELCO WAY

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

Signed this 6 Day of March, 2020 at 3:47:42 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

RICHARD EVANS



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001429300

ARTICLE I

The exact name of the corporation is:

HIGH FIVE INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO APPLY FOR ONE OR MORE LICENSES FROM THE CANNABIS CONTROL COMMISSION F OR CULTIVATION, PRODUCT MANUFACTURE AND RETAIL, AND TO ENGAGE IN ANY OTHE R LEGAL BUSINESS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

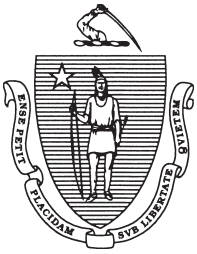
ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI



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

William Francis Galvin
Secretary of the
Commonwealth

Date: March 17, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,
HIGH FIVE INC.

is a domestic corporation organized on **March 06, 2020** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 20030353310

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGH FIVE INC
19 WEMELCO WAY BLDG 19
EASTHAMPTON MA 01027-1935

100000

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



HIGHFIVE

Business Plan

High Five Inc, a Massachusetts-licensed cannabis cultivation and manufacturing facility.

Prepared for:

Prepared for High Five Inc by Greenglove Consulting,

Disclaimer

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Disclaimer



This business plan summarizes certain information about High Five LLC a Massachusetts-based, licensed cannabis cultivation, processing, and manufacturing company. Except where the context requires otherwise, “High Five,” “Company,” “we,” “us,” and “our” refer to the company High Five LLC.

This business plan is confidential and proprietary. It has been furnished by High Five LLC to prospective investors for the sole purpose of evaluation of the transaction. In accepting and studying this document, the reader agrees that they will not release this document, or discuss the information contained herein, or make a reproduction of, or use this business plan for any other purpose without the prior written permission of High Five. Prospective investors should not assume that this business plan is complete and should conduct their own analysis and investigation of High Five and consult with their own financial, legal, tax and other business advisors before investing in High Five. Prospective investors agree that

they are responsible for conducting their own due diligence investigation to verify to their satisfaction any information, opinions, or estimates in this document. Prospective investors in High Five and any other persons who receive this business plan agree that they will hold its contents, and all related documents in confidence and that they will not utilize such information to the detriment of High Five. Distribution or reproduction of this business plan or related materials, in whole or in part, is prohibited. High Five makes no representations or warranties as to the accuracy or completeness of the information presented herein. Nothing contained herein is, or should be relied on, as a promise or representation as to the future performance of the company.

Forward-looking statements

Certain statements in this business plan constitute forward-looking statements, which may be identified by words such as, will, expect, plan, intend, anticipate, and other words indicating that the statements are forward-looking. Such forward-looking statements are expectations only and are subject to known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance or achievements of the company, or industry results, to differ materially from any future results, performance or achievements implied by such forward-looking statements. All of the financial information in this business plan is unaudited.

Executive Summary

Company Summary

Mission

High Five will apply state-of-the-art, year-round, cultivation, extraction and production methodologies to create a range of expertly crafted, high-quality cannabis products serving all permissible legal cannabis markets.



Key Objectives

- Secure Capex and Opex investment
- Secure Property
- Secure State and City licensing
- Fit-out and equip cultivation, extraction, and manufacturing facilities
- Commence operations
- Effective management of revenues and working capital
- Reinvestment to maintain competitive edge and market share



Products and Services

High Five will grow and transform a selection of high quality, popular, and proprietary cannabis strains using green production practices and proven genetics that, when combined, provide a balance between the high yield pricing and outstanding quality that end-users value. Each month, our facility will yield around **492 lbs** of pure flower (or bud), and a further **98.5lbs** of trim (**5,913 lbs** of flower, and **1,183 lbs** of trim per year).

This trim (which generally includes a quantity of smaller waste buds, so-called popcorn buds) is processed to create cannabis extract, our bulk extract product, and the THC component of our topical and edible products. All products will be sold to licensed distributors and retailers with an estimated 25% of output going to distributors, and the remaining 75% going to licensed retail outlets.

Product Descriptions

As cannabis emerges from the shadow of prohibition, its obvious popularity and ubiquity shows it to be a widely popular herb second only to alcohol and nicotine in North America. Our facility plans to grow choice Sativa-dominant, Indica-dominant, and hybrid cultivars to meet market demand. These selected genetics are the result of over four generations of consistent growing in the New England climate and offer a sought after, prized product. Our master growers have chosen the superior current and future stars of the cannabis constellation.

We further benefit from our range of mature, and thoroughly market-tested products developed through many years of large-scale production, and free-market sales. While for many users the world of cannabis focuses largely on eating and smoking, we intend to achieve a significant market share by focusing our efforts on pure flower (as popular as ever following the recent “vape” scare), high-grade extracts, kief, rosin, edibles, and the ever popular topicals. This “shotgun” approach will allow us to capture a broad spectrum of customer groups and demographics, identify trends, and rapidly pivot to meet market needs.

Flower - While careful strain selection and obsessive cultivation practices will create the ideal plant at the point of harvest, the curing process is a critical determinant of the final quality of the cannabis product. While all cultivators and manufacturers understand the importance of curing it is often the first victim in the battle for speed and convenience. While some cultivators do take the time to cure their product sympathetically, their efforts are often thwarted by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by hand-selecting flower buds, curing them correctly, and creating standardized weight portions that allow retailers to offer them directly to consumers in sealed packages that preserve freshness, quality, and flavor.



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Product Descriptions (continued)

THC-Infused Edibles – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. We will offer a range of attractive, appetizing, and appealing, adult-use focused edible products. Our product range is limited only by our imaginations. Our in-house, commercial kitchen will allow for ongoing product development.



Topicals - These are external applications of cannabis that are used by some to treat body pain, skin or health conditions. Infused with THC, and other cannabinoid extracts, topicals include lotions, creams, balms, and oils. As they are generally non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

Cannabis Oil Extract - Cannabis oil extract is the bi-product of cultivation waste that lies at the heart of our product range. With the exception of cannabis flower, the THC component of all other products is derived from cannabis extract in its various guises. Indeed, the vast majority of cannabis products contain some form of cannabis extract, a market commodity in its own right. We can choose to use this bi-product derived extract in the products we produce, or sell it to others for use in products that they produce. We can even convert eventual lower quality flower into cannabis extract.

Market Opportunities

Over 60% of the U.S. population now live in states that have legalized cannabis use in some form or another, underscoring the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth. According to the report *The Road Map to a \$57 Billion Worldwide Market*¹, the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by

The Explosive Growth of Legal Adult Use and Medical Marijuana Markets



2021 with the Compound Annual Growth Rate at almost 28% (31% according to the Women's Cannabis Chamber of Commerce.)

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion, followed by Canada with \$1.6 billion. (No data is available for Mexico.) Currently, 33 U.S. states and the District of Columbia have legalized cannabis use in some form (medical or adult-use). The majority of these states have allowed sales for medical use, and 11 states, including Massachusetts, have legalized recreational or adult-use. Since 60% of the U.S. population resides in states that have legalized the use of cannabis in some form, this indicates immense possibilities for the future. According to *New Frontier data*, combined medical and adult-use sales exceeded \$8 billion in 2017, \$11 billion in 2018, with adult-use sales alone anticipated to exceed \$12.5 billion annually by 2020, making cannabis the fastest growing industry in the U.S.



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Startup Summary

High Five is a Massachusetts-registered Limited Liability Corporation, established to achieve the legalized cultivation, processing, and manufacture of high-quality cannabis plants and products. The main facility will consist of an 18,000 sq ft production facility divided into propagation and vegetation and flowering zones, an extraction room, manufacturing, packaging, and administration spaces. This state-of-the-art facility will include advanced, environmentally-focused, and cost-effective technologies using natural light and supplemental lighting for the perfect balance of economy and efficiency. Our automated production system will allow remote, real-time access to all control and diagnostic systems in the facility. The production output will provide licensed retailers and wholesale distributors with high-quality flower, cannabis extract-based products, and bulk extract.

Financial Summary

Capital Requirements: The capital requirements for the successful execution of this business plan are **\$1,162,315**, working capital of **\$487,685**, and contingency funding of **\$425,000** for the first year of operations. This contingency funding, if unused, would be returned to investors or financiers at the end of year one. The Company intends to allocate the invested capital to the following:

Construction and Fit-Out	\$680,150
Cultivation Equipment	\$394,625
Extraction Equipment	\$27,420
Manufacturing Equipment	\$27,420
Permits, Licenses, and Applications	\$32,700
Contingency Operational Funds	\$425,000
Working Capital	\$487,685
TOTAL	\$2,075,000

Direct and Indirect Community Benefits

High Five hopes to bring a number of benefits to the Easthampton community. The City will receive a state-mandated community impact fee of up to 3% of gross revenues. This fee serves to compensate the city for additional costs incurred as a result of High Five's operations. We will create up to 20 well-paid, full-time, job opportunities, to which Easthampton residents will, in accordance with our Host Community Agreement, be given priority.

In addition, High Five, as a condition of our licenses, will execute a Positive Impact Plan, designed to create pathways to participation in the licensed cannabis industry for those adversely affected by the War on Drugs through personal or parental incarceration, or through residence in the state-defined Area of Disproportionate Impact; and a Diversity Plan, a staffing strategy to ensure mindful hiring practices with regards minorities, veterans, women, and the LGBTQ community.



Market Overview

Global Cannabis Market

The global legal cannabis market amounted to **\$19.5 billion** in 2017, growing by 37 percent on the year, according to the report *The Road Map to a \$57 Billion Worldwide Market*². Spending on legal cannabis worldwide is expected to hit **\$57 billion** by 2027, with the cannabis market in the United States and Canada estimated to answer for about **\$46.5 billion** and the remaining **\$10.5 billion** going to other markets. The largest growth rate is predicted within the rest-of-world markets with the **\$52 million** spent in 2017 rising to a projected **\$2.5 billion** in 2027. The market as a whole is anticipated to be divided between adult-use and medical, with the recreational cannabis market comprising 67% and the medical market comprising 33% of the total market.

According to a report provided by *Energias Market Research*³, the global medical cannabis market is projected to increase in value from **\$8.28 billion** in 2017 to **\$28.07 billion** in 2024, with an estimated Compound Annual Growth Rate of 19% from 2018 to 2024.

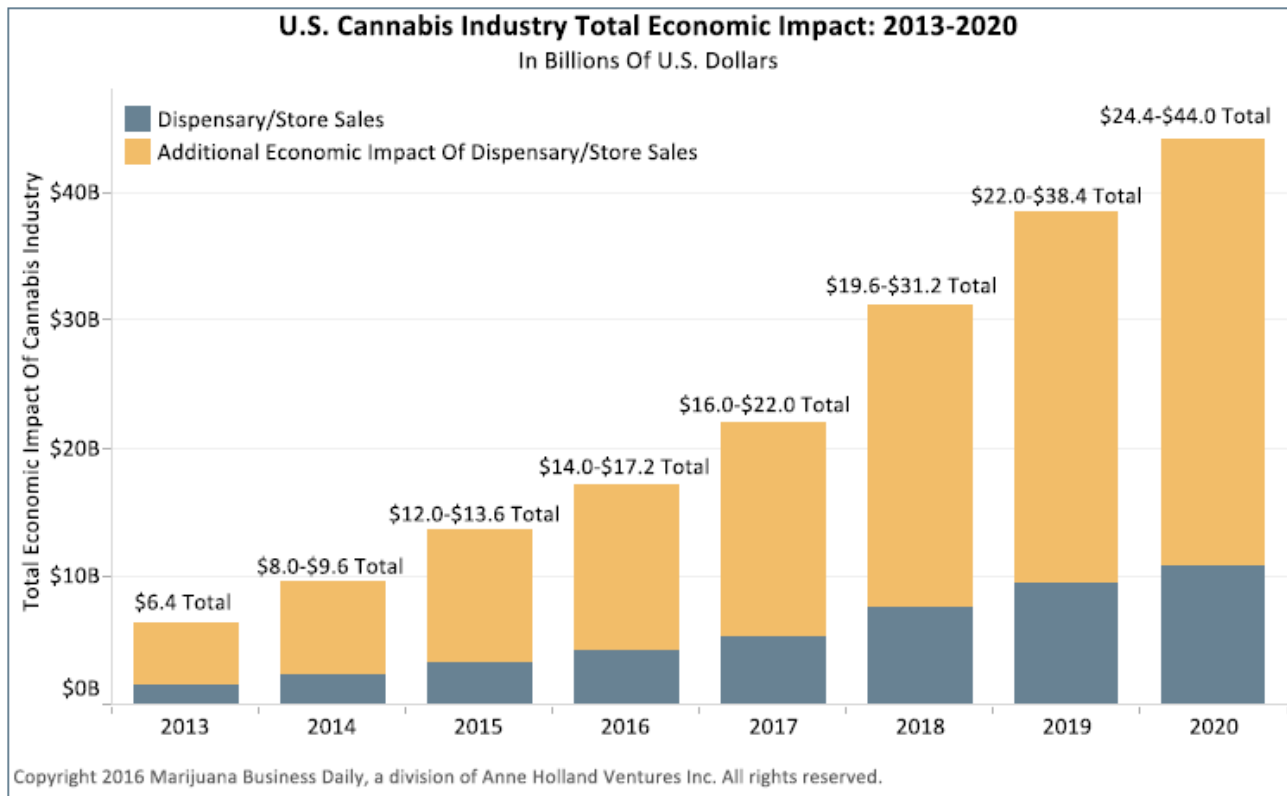
Key Global Trends:

- The initial decision by many U.S. states and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.
- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from \$125 million in 2018 to \$776 million in 2027.
- Germany is ready to become a leader of the European cannabis market, and Italy is expected to be second with \$1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.
- Australia's legal cannabis market is forecast to grow from \$52 million in 2018 to \$200 million in 2027, representing the 5th largest cannabis market in the world.
- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

North America Cannabis Market

The North America legal cannabis market amounted to **\$12 billion** in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled **\$10.4 billion**, followed by Canada with **\$1.6 billion**. While little data is available, Mexico saw the possession of small amounts of cannabis decriminalized in 2009, and medical use for low-THC cannabis legalized in 2017. The law prohibiting its use was declared unconstitutional by the Supreme Court of Mexico on October 31, 2018 making this law generally unenforceable.

A report from cannabis industry analysts *Arcview Market Research*, in partnership with *BDS Analytics*⁴, forecast that the entire legal cannabis market in North America will reach **\$24.5 billion** in sales - a 28% annual growth rate by 2021 - as more countries and states legalize cannabis for recreational use and existing markets mature, and will grow to **\$47.3 billion** by 2027.



4. <https://bdsanalytics.com>

U.S. Wholesale Pricing Benchmarks

The U.S. Spot fell by 21.8% from the opening to the closing week of 2018. Additionally, for Q4, the national composite rate averaged \$1,094 per pound, off by 32.8% compared to the quarterly average price of \$1,417 per pound, documented in the same period in 2017. Yet Q4 2018's mean going rate is off by only 2.2% from Q3's quarterly average price of \$1,119 per pound. Rising rates in California, Colorado, and Oregon in the wake of the fall harvest period worked to mitigate the quarter-over-quarter downturn. The current Massachusetts wholesale spot price is estimated to be \$2,000.

- 2016 U.S. Spot Index average = \$1,789
- 2017 U.S. Spot Index average = \$1,562
- 2018 U.S. Spot Index average = \$1,194
- 2019 U.S. Spot Index average = \$1,614 (ytd)

Massachusetts Cannabis Market

With the passing of new legislation, legalized cannabis is the fastest growing U.S. Industry. According to *ArcView Market Research*, the U.S. national legal cannabis market value is now assessed at **\$6.7 billion**, comprising all states that have active and open sales of cannabis to people legally allowed to possess it under state law. The national market is projected to grow from current levels to **\$24.1 billion** by 2025 according to *New Frontier Data's* 2017 Executive Summary.

On November 8, 2016, Massachusetts voters approved the adult recreational use of cannabis. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, outlining the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age.

The opening and legalization of the Massachusetts adult-use cannabis market have seen a great many players of all sizes looking to claim their share of the market. The initial phases of this liberalization will likely witness much innovation, novelty, and social exploration. Data shows that many retailers have applied for licenses and that successful applicants will naturally need products to sell. The initial "novelty-factor" of legalized cannabis will (if legalization in other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in sales on the market as a whole.

Sales & Marketing Strategy

Marketing Plan

As cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook, and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter a person's mental state for the purpose of recreation." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses. Similarly, local mainstream media and advertising channels are loathe to expose themselves to the divisiveness that cannabis continues to excite.

The most effective strategies for legal cannabis companies are direct marketing at industry conferences and other events, and building communities around cannabis-related concerns such as health and wellness. Our marketing and sales strategy will be based on generating long-term, personalized relationships with manufacturers and adult-use stores.

Our marketing and advertising campaign activities will include:

- Meeting with distributors and retailers
- Email Marketing
- Advertisements and articles in thematic magazines
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures and collateral
- Website development with search engine optimization
- Cannabis business directories and platforms such as;
 - WeedMaps⁷ offering 7,750 listings throughout the U.S., Canada, and Europe. WeedMaps has 7.96 million visits each month.
 - Leafly⁸ is a cannabis information resource the connects consumers with their desired strains and products. Leafly has 10 million monthly visitors.
 - Both Cannasaver⁹ and Cannabis Coupon Codes¹⁰ are websites that offer cannabis and cannabis-related coupons. These sites enjoy visitor numbers of 120,000 per month, and an estimated 80,000 per month, respectively.

Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. While these historical conditions may, superficially, appear to make competing on the price a somewhat lower expectation, the volume of potential cultivators makes price point pressures a genuine possibility. We will counter this with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

We will produce a variety of high-quality strains and unique product profiles in a quantity and frequency that will allow us to carve ourselves a substantial niche in the promising pure flower and THC edible markets. While the major players in the market may be expected to exert some form of price pressure, their growing and production techniques are geared towards a mass-market product that many consumers feel does not retain sufficient integrity for sophisticated cannabis use and can strip essential flavors and benefits from the product. We will counter the pressure from the major players with the outstanding quality of our flower and THC-infused products.

Direct Competition

Our direct competition will, unsurprisingly, come from cultivators, manufacturers that grow, produce and sell similar products with the same (or higher) quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses. At the same time, many towns in Massachusetts have implemented outright bans on the cultivation and sale of cannabis, or have introduced moratoria to keep the cannabis industry at arms length and allow themselves greater time to adopt appropriate bylaws. These actions serve to limit competition and reduce the number of available locations.

Competitive Advantages

- A well-rounded executive team with extensive business experience
- Sufficient volume to become a market force
- Premium product quality
- Competitive pricing
- Year-round growth
- Timing of entry into the marketplace



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Target Market

The broad thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market our retail and wholesale customers will undoubtedly intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. We aim to direct our products, marketing, and branding at three additional groups that we see as the emerging market;

- **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- **Adult women consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented, packaged and branded in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.
- **Independent medical consumers** – While medical cannabis dispensaries will undoubtedly continue to thrive in one form or another, many current medical cannabis patients are simply adult-use consumers leveraging medical cannabis as a means to legitimize their purchase and use of cannabis. The advent of adult-use retail outlets will effectively eliminate the need for such “patients” to visit dispensaries in order to meet their cannabis needs. Genuine medical consumers, with a good understanding of which form of cannabis offers them the benefits that they seek, and new medical consumers, who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will probably do so through retail outlets rather than medical dispensaries.

Target Sales Market

Wholesale sales of cannabis are strictly limited to licensed retail outlets, manufacturers, distributors, and, in the future, cannabis cafes and smoke clubs. The location, presence, and licensing status of these establishments will be publicly available through a single online source. Regulations currently preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses, once permitted, will be heavily regulated.



HIGHFIVE

As a cultivation and manufacturing facility, our target sales market must include all legitimate sales channels with our focus on the market sectors that offer the greatest opportunities for returns. We intend to sell our products to all of the above groups as appropriate.

There are currently 50 medical cannabis outlets in the state, all of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets. There are 31 retail stores, 21 cultivators, 20 manufacturers, and 3 distributors licensed for adult-use business in the Commonwealth of Massachusetts. It is anticipated that a further 57 retail stores, 46 cultivation facilities, 38 manufacturers, and 3 distributors will commence operations within the next eight months.

Annual Revenues (E)	Year One	Year Two	Year Three	Year Four	Year Five
Pure Flower	5,913,328	12,181,456	12,546,899	12,923,306	13,311,006
Chapstick	295,666	609,073	627,345	646,165	665,550
Sex Lube	118,267	243,629	250,938	258,466	266,220
Goats Milk Soap	47,307	97,452	100,375	103,386	106,488
Bath Bombs	70,960	146,177	150,503	155,080	159,732
Under Eye Cream	110,875	228,402	235,254	242,312	249,581
Anti-aging Serum	110,875	228,402	235,254	242,312	249,581
Anti-aging Moisturizer	110,875	228,402	235,254	242,312	249,581
Foot Cream	70,960	146,177	150,563	155,080	159,732
Hand Cream	73,917	152,268	156,836	161,541	166,388
Green Lean	369,583	761,341	784,181	807,707	831,938
Rosin	1,537,465	3,167,178	3,262,194	3,360,060	3,460,861
Kief	862,360	1,776,462	1,829,756	1,884,649	1,941,188
Bubble Hash	827,866	1,705,404	1,756,566	1,809,263	1,863,541
TOTAL	\$10,520,303	\$21,671,825	\$22,321,980	\$22,991,639	\$23,681,388

Operating Plan

Cultivation Facility

We plan to create an indoor cultivation facility with up to 13,200 sq/ft of growing space. This space will be subdivided to create zones for cloning, propagation, vegetative and flower growth. Our cultivation and processing areas will include:

- **Mother and Cloning room** - This is the space in which “mother” plants are cared for, and from which “cuttings” are derived to create cloned “seedlings”.
- **Vegetative growth room** - It is here that each plant will be cultivated, trimmed, and nurtured to develop the optimal size prior to triggering the flowering cycle.
- **Flowering room** - The plants are placed in a dedicated flowering room that operates in a light cycle designed to trigger and promote the growth of flowers, or bud.
- **Drying & trim room** - Harvested flowers will be trimmed and hung to dry. Plant waste or “trim” will be passed on to the extraction process. The high-grade flower, once correctly dried, will move on for curing.
- **Curing room** - The correctly trimmed and dried flower will now be allowed to cure, or mature, in an environment that offers optimal temperature and humidity. Once perfectly cured the flower may be packed, either in bulk packages, or in individual, shelf-ready weights of one eighth, one quarter, and one half ounce.
- **Extraction Room** - This space will be equipped to facilitate the extraction of cannabis oils and tinctures from the cultivated popcorn bud, trim, and plant waste. Our environmentally-friendly process offers superior yields of food-grade cannabis extract while maintaining the distinctive flavor profiles that define our high-quality strains.
- **Manufacturing Room** - This space will be fitted and equipped to accommodate a commercial kitchen, preparation, and mixing equipment.
- **Packaging Room** - Here the final product will be prepared for transportation and delivery. This room will be equipped with state-of-the-art packaging and labelling equipment.

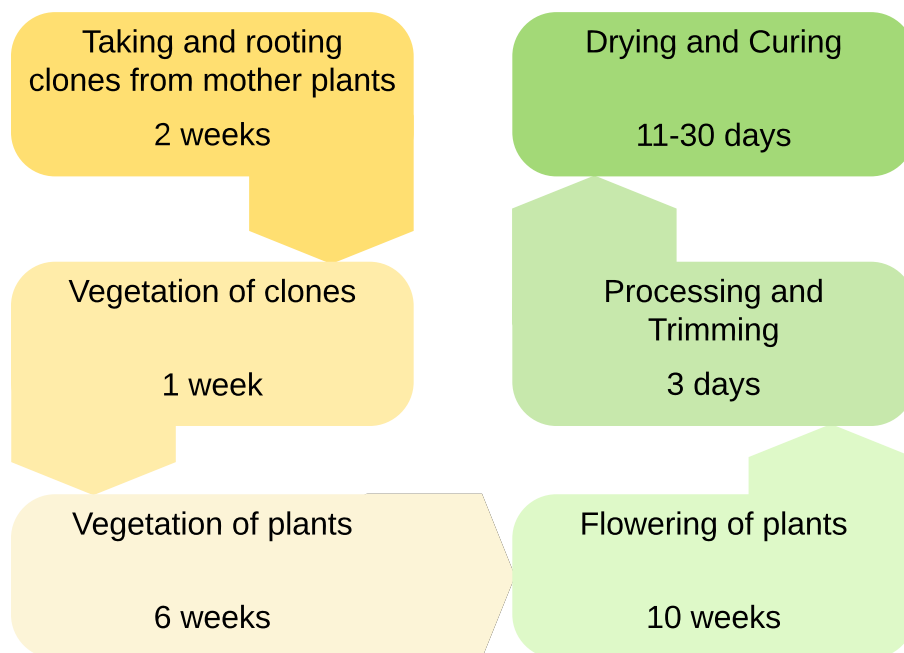
Design and Layout

The light industrial nature of our chosen location provides an ideal space in which to create a properly designed cultivation space that provides the required environment to produce reliable, consistent cannabis crops. Indoor cultivation facilities inherently depend on intelligent grow lights that closely replicate the full spectrum of natural light that the plants require for optimal development at each stage of their development. Air filtration and circulation systems are essential for controlling temperature and exhaust odors. The choice

of systems will be closely dependent upon the lighting system chosen as these are the primary source of heat.

A variety of irrigation systems are typically employed for growing cannabis in an indoor environment, including hydroponic flood benches, and trough benches. Our facility will use drip irrigation as this offers extremely low water consumption and precision nutrient application. Nutrients are supplied through a fertigation system that feeds into the irrigation system. Careful nutrient management helps ensure the maximum production yield.

The ideal humidity is achieved and maintained through the carefully balanced application of commercial dehumidifiers, and air circulation. CO₂ levels are carefully maintained and ensured by a centralized CO₂ emission and monitoring system. Environmental automation lies at the heart of the operation. A computerized control system controls and monitors all the nutrient, light, air circulation, humidity, and irrigation needs of the plants.





HIGHFIVE

Physical Security Plan

The Building

Our cultivation facility will be located at 19 Wemelco Way, Easthampton in Massachusetts. Our chosen location lies in a correctly-zoned, industrial warehouse and will undergo minor refurbishment and fit-out to make it fully fit for purpose. The building will contain both cultivation, processing, and manufacturing facilities. The building lies five minutes from the Easthampton Police Department and enjoys excellent intrinsic security features that make it ideal for the stringent security requirements of local and state regulations. Access to the facility may only be made via secure entrances. Use of these entrances requires a swipe-card or key. All approaches, both inside and outside of the building are monitored by security cameras at all times.

The Cannabis Control Commission requires extensive, remotely-monitored video surveillance and alarm systems. All deliveries and shipments are loaded or unloaded within a secure sally port offering additional security for facility staff. Security systems will be provided by American Alarms, a leading provider with direct experience of the challenges of the licensed cannabis industry. All security plans will be approved by the Easthampton Police Department and the Commission prior to execution and following commissioning.

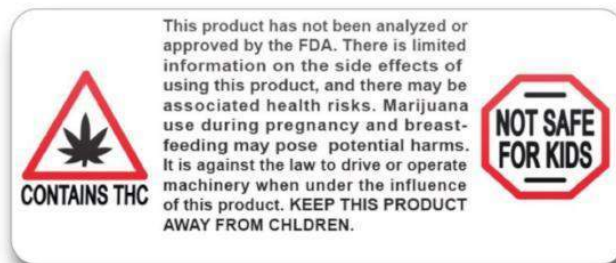
Transportation

Transportation of cannabis between licensed Marijuana Establishments may only be carried out by registered Marijuana Establishment Agents using specially equipped and inspected vehicles. Each vehicle will have a climate control system which provides adequate temperature and humidity control. For security reasons, all transportation vehicles are unmarked. Each vehicle contains a lockable, purpose built, security cage that is securely fitted to the vehicle. All vehicles are equipped with a permanently mounted GPS tracking device and two, two-way communication systems.

Packaging and Labeling

The Cannabis Control Commission has outlined strict regulations for packaging and labeling of cannabis products. This labeling includes information that clearly identifies the source, batch, type, and quantity of product together with a number of use warnings including the following statements:

1. Schedule 1 Controlled Substance
2. Keep out of reach of children and animals
3. The intoxicating effects of this product may be delayed by up to two hours
4. The product may impair the ability to drive or operate machinery. Please use extreme caution.



Testing Requirements

No cannabis product may be sold wholesale, or at retail without first being tested by a CCC-licensed testing laboratory. ProVerde Laboratories, Inc. (PVL) in Medford, MA, will fulfill all laboratory testing requirements for the Company as per state regulations.

PVL can advise on:

- Production Facility design
- Strain selection and blending of strains to meet desired composition of material for production
- Development of delivery systems consistent with the regulations
- Develop a variety of dosing levels for the selected product line
- Develop a staffing plan for the lab and production Providing quality control supervision for products being developed and produced in the facility

Organizational Structure

Leadership

Christos Christodoulou

An experienced entrepreneur with many years of successful restaurant ownership and business experience in both the Pioneer Valley region and Northampton, and an extensive understanding of all things cannabis. Chris owns and will commence operating his licensed marijuana retail store in neighboring Northampton in the coming months.

Volkan Polatol

Also an experienced entrepreneur with extensive experience of restaurant ownerships and operation. Volkan owns and will commence operating hi licensed marijuana retail store in neighboring Southampton in the coming months. Volkan is a long-time resident of the Pioneer Valley region and has an extensive understanding of all things cannabis.

Personnel & Training

Personnel Plan

Despite the management staff providing the essential knowledge and experience, cannabis cultivation is still relatively labor-intensive. When estimating the number of additional staff certain unknowns have been preemptively accounted for, including taking into account staffing needs against the background of everyday life. We have accordingly made allowances for sickness, personal days, vacations, and the like.

The following positions will be filled to meet needs at full operation. The hiring schedule will be timed to meet production needs and is expected to roll out in accordance with the headcount table below:

Staffing Headcount

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Senior Management	Master Grower	1	1	1	1	1
	Master Extractor	1	1	1	1	1
Management	Office Manager	1	1	1	1	1
	Assistant Grower	1	1	1	1	1
Cultivation Staff	Grow Helper	8	8	8	8	8
Processing Staff	Trimming Staff	4	4	4	4	4
	Extraction Staff	4	4	4	4	4

Staff Training Program

All cultivation and production staff will participate in training that offers a better understanding of the following;

- Cannabis Science
- Horticultural & Organic Cultivation
- Methods of Extraction
- Methods of Ingestion
- Cooking with Cannabis
- Medical cannabis use
- Harm Reduction Methods
- Sensible Cannabis Use
- Customer Relations
- Massachusetts, Cannabis, and the law

Ownership

High Five LLC will be owned jointly by Omauri Grosvenor and Wilkerson Joseph.

Financial Plan

Licensing

Capex/Opex Capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available, and have been obtained from legitimate sources, or a plan by which the necessary funds may be made available.

Our business plan demonstrates a need for **\$1,162,315** in capital expenditure for space preparation, fit-out, systems, and equipment, **\$487,685** to meet initial operational expenditure, and an additional **\$425,000** of contingency operational funds to be reimbursed at the end of year one with the expectation of establishing a strategic cash reserve of **\$500,000** during the first twelve months of operation.

License Application

The process for license application is divided into three "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state will perform specific inspections before issuing a full license. No cultivation or manufacture may begin before a full license has been granted.

Construction, Fit-Out, and Systems Acquisition

High Five facilities and equipment will be constructed, installed and commissioned under the supervision of an expert indoor grow system vendor. The "breaking ground" to "ribbon-cutting" timeline is estimated to be 6 months. Order and acquisition of the technical systems must be done as early in the process as possible to mitigate potential lead-time conflicts.

Operations organization, policies, and inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for Marijuana Establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

First Seed and First Sales

Once the above steps have been taken propagation of our first batch of cannabis may begin. Initial crops will use selected “auto-flower” strains with shorter growing times that will allow us to rapidly harvest and generate revenue. Once harvested, the plants will be divided into flower, popcorn bud, and trim. All of the flower will be trimmed, dried, and cured for use in our pure flower product, while the popcorn bud and trim will be macerated and used in the extraction process for our THC-infused products. Finished products will be packaged and prepared for delivery to our retail outlets or to be sold wholesale to other vendors in “shelf-ready” packaging.

Price/Profitability Projections

It's important to note a few keys to this plan and how pro forma projections have been calculated. Our yields are conservatively based on known standards in the industry which this plan has rounded down by approximately 10-20%. For example, we have calculated a yield of 40g of flower per sq/ft of canopy in the flowering sections of the facility. We know, based on experience, that we can produce closer to 50g per sq/ft., however. We have chosen to adopt a conservative approach to yield estimation as a form of contingency. Similarly, we intend to use a portion of our concentrate to make edibles. Concentrate used in this manner will create a product that offers a 2-3 times greater profit margin than sales of concentrate alone. It is both challenging and speculative to estimate the likely sales of edibles at this stage. Therefore, for the purposes of this business plan, we have chosen to demonstrate projections based on sales of concentrate alone rather than sales of edibles. This, again, allows us to demonstrate a conservative default position as a form of contingency.

Sales price points have been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Benchmark.

Assumptions

The following pro forma financial statements are based upon a number of financial assumptions:

- An average Massachusetts wholesale cannabis price of \$2,000
- 3% inflation year-on-year
- 3% increase in market prices year-on-year
- Anticipated yield 5,913 lbs of flower, and 1,183 lbs of trim per year.



Summary Pro Forma Profit & Loss Statement

	Year One	Year Two	Year Three	Year Four	Year Five
Revenue					
Wholesale Flower Sales	5,913,328	12,181,456	12,546,899	12,923,306	13,311,006
Wholesale Product Sales	4,606,975	9,490,369	9,775,080	10,068,333	10,370,383
Net Sales	\$10,520,303	\$21,671,825	\$22,321,980	\$22,991,639	\$23,681,388
COGS (Deductible)					
Grow room consumables	219,360	338,911	349,079	359,551	370,337
Cultivation Utilities	855,116	1,321,154	1,360,789	1,401,613	1,443,661
Cultivation Staff	446,875	726,443	748,237	770,684	793,804
Cultivation Testing	79,975	141,213	145,449	149,813	154,307
Manufacturing Extraction	33,159	68,307	70,356	72,467	74,641
Flower Packaging	7,096	14,618	15,056	15,508	15,973
Manufacturing Consumables	46,836	96,483	99,377	102,359	105,429
Extraction Testing	68,550	141,213	145,449	149,813	154,307
Extraction Staff	34,776	75,376	77,638	79,967	82,366
Extraction Consumables	33,159	68,307	70,356	72,467	74,641
COGS (Deductible) TOTAL	\$1,824,902	\$2,992,026	\$3,081,786	\$3,174,240	\$3,269,467
Expenses (Non-deductible)					
Lease + NNN	194,616	200,454	206,468	212,662	219,042
Labor	60,375	82,915	85,402	87,965	90,603
Security & Monitoring	7,800	8,034	8,275	8,523	8,779
General Utilities	30,000	30,900	31,827	32,782	33,765
Banking & Payment Processing	24,000	37,080	38,192	39,338	40,518
Licenses & Applications	0	15,000	15,000	15,000	15,000
Software	10,000	12,360	12,731	13,113	13,506
Waste Disposal	7,500	12,360	12,731	13,113	13,506
Insurance	24,000	24,720	25,462	26,225	27,012
Professional Fees	6,000	6,180	6,365	6,556	6,753
General Admin Overhead	19,500	30,900	31,827	32,782	33,765
General Distribution	15,500	21,630	22,279	22,947	23,636
Expenses (Non-deductible) TOTAL	\$399,291	\$482,533	\$496,559	\$511,006	\$525,886
Income from Operations	\$8,296,111	\$18,197,266	\$18,743,634	\$19,306,393	\$19,886,034
Community Impact Fee @ 3%	315,609	650,155	669,659	689,749	710,442
Other expenses TOTAL	\$315,609	\$650,155	\$669,659	\$689,749	\$710,442
EBITDA	\$7,980,502	\$17,547,111	\$18,073,974	\$18,616,643	\$19,175,593
Taxable Income	8,695,402	18,679,799	19,240,193	19,817,399	20,411,921
Income Tax @ 30%	2,608,621	5,603,940	5,772,058	5,945,220	6,123,576
Estimated Net Income	\$5,371,881	\$11,943,171	\$12,301,916	\$12,671,424	\$13,052,016

Summary Pro Forma Cash Flow Statement

Operating Cash on Hand	Year One	Year Two	Year Three	Year Four	Year Five
Operating Cash Balance	500,000	500,000	1500,000	500,000	500,000
Startup Capital	2,075,000	0	0	0	0
Cash from reserve	0	0	0	0	0
Cash Receipts					
Cash Sales	10,520,303	21,671,825	22,321,980	22,991,639	23,681,388
Cash on Hand TOTAL	\$12,670,303	\$22,171,825	\$22,821,979	\$23,491,639	\$24,181,388
Cash Paid Out					
Cost of Goods Sold	1,824,902	2,992,026	3,081,786	3,174,240	3,269,467
Lease + NNN	194,616	200,454	206,468	212,662	219,042
Labor	60,375	82,915	85,402	87,965	90,603
Security & Monitoring	7,800	8,034	8,275	8,523	8,779
General Utilities	30,000	30,900	31,827	32,782	33,765
Banking & Payment Processing	24,000	37,080	38,192	39,338	40,518
Licenses & Applications	0	15,000	15,000	15,000	15,000
Software	10,000	12,360	12,731	13,113	13,506
Waste Disposal	7,500	12,360	12,731	13,113	13,506
Insurance	24,000	24,720	25,432	26,225	27,012
Professional Fees	6,000	6,180	6,365	6,556	6,753
General Admin Overhead	19,500	30,900	31,827	32,782	33,765
General Distribution	15,500	21,630	22,279	22,947	23,636
Cash Paid Out TOTAL	\$2,224,193	\$3,474,559	\$3,578,346	\$3,685,246	\$3,795,354
Cash Paid Out (non P&L)					
Hard Startup costs	1,129,615	0	0	0	0
Soft Startup costs	32,700	0	0	0	0
Community Impact Fee @ 3%	315,609	650,155	669,659	689,749	710,442
Income Tax @ 30%	2,608,621	5,603,940	5,772,058	5,945,220	6,123,576
Owners Withdrawal	\$4,859,566	\$11,943,171	\$12,301,916	\$12,671,424	\$13,052,017
Cash Paid Out (Non P&L) TOTAL	\$8,946,111	\$18,197,265	\$18,743,633	\$19,306,393	\$19,886,035
Cash Paid Out TOTAL	\$11,170,303	\$21,671,825	\$22,321,979	\$22,991,369	\$23,681,389
Cash Reserve					
Starting Balance	0	500,000	500,000	500,000	500,000
Contingency Operations Fund	425,000	0	0	0	0
Credit	500,000	0	0	0	0
Debit	0	0	0	0	0
Ending Balance	0	500,000	500,000	500,000	500,000



Prepara



HIGHFIVE

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



- Section I:** Premium Summary
- Section II:** Location & Operations Summary
- Section III:** Coverage Summary
- Section IV:** Coverage Form Summary
- Section V:** Binding Requirements

QUOTE

Section I

Quote Prepared: High Five Inc

Date 03/27/2020

Broker of Record: Cannabis Insurance Consultants, Inc.

Producer: Tony Carastro

Knigh specialty Insurance Company

Coverages

Quote

Rating Basis:

Coverages	Quote	Rating Basis:												
<ul style="list-style-type: none">• General Liability & Product Liability• Property	<table><tr><td>Total Premium</td><td>\$29,580.00</td></tr><tr><td>Underwriting Fee</td><td>\$1,500.00</td></tr><tr><td>Inspection Fee</td><td>\$625.00</td></tr><tr><td>Stamping Fee</td><td>\$22.41</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$1903.65</u></td></tr><tr><td>Grand Total</td><td>\$33,630.64</td></tr></table>	Total Premium	\$29,580.00	Underwriting Fee	\$1,500.00	Inspection Fee	\$625.00	Stamping Fee	\$22.41	<u>Surplus Lines Tax</u>	<u>\$1903.65</u>	Grand Total	\$33,630.64	<ul style="list-style-type: none">• General Liability – Gross Revenue• Gross Revenue: \$2,500,000• Property – Property Values
Total Premium	\$29,580.00													
Underwriting Fee	\$1,500.00													
Inspection Fee	\$625.00													
Stamping Fee	\$22.41													
<u>Surplus Lines Tax</u>	<u>\$1903.65</u>													
Grand Total	\$33,630.64													

Section II

Scheduled Operations:

Recreational Cannabis Manufacturing & Cultivation

Scheduled Locations:

Loc #1/Bldg #1 19 Wemelco Way, East Hampton. MA 01027

Section III

Coverage Summary

General Liability Occurrence Form			<u>Premium</u>
Coverage Limits			
General Aggregate		\$2,000,000.00	
Each Occurrence		\$1,000,000	
Products Completed Operations		Excluded	
Personal & Advertising Injury		\$1,000,000	
Damage to Premises Rented to You		\$100,000	
Pesticide Endorsement		\$50,000	Not Quoted
Medical Payments		\$1,000	
		\$1,000,000	Not Quoted
Hired and Non-Owned Auto Endorsement		\$0	Not Quoted
Deductible		\$2500 (Per Occurrence)	
Additional Insured Certificate	(Fully Earned)	#1	\$50.00
Primary Wording		#0	\$0.00
Waiver of Subrogation		#0	\$0.00

Property Knight Specialty Insurance Company (A.M. Best Rated B X)			<u>Coverage Limits</u>	<u>Premium</u>
Building	RCV, 90% Coinsurance	\$2,900,000.00		
	Wind and Hail Excluded			
Loss of Income	90% Coinsurance	\$100,000.0		
Cannabis Inventory/Finished Stock	ACV	\$500,000.00		
*Cannabis Finished Stock on Display is limited to		\$00,000.00 (LOC		
*Cannabis Finished Stock on Display is limited to		1) \$00,000.00		
*Cannabis Finished Stock on Display is limited to				
Outdoor Sign	RCV, 90% Coinsurance	\$0,000.00		
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance	\$0.00		
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance	\$0.00		
Business Personal Property	RCV, 90% Coinsurance	\$20,000.00		
Tenants Improvements	RCV, 90% Coinsurance	\$0,000.00		
Property Deductible		\$2,500 (Per Occurrence)		
Commercial Property Endorsement	Form			Not Quoted
• Accounts Receivable		\$25,000		
• Employee Dishonesty		\$25,000		
• Money & Securities		\$25,000		
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)		\$25,000		
• Outdoor Property (Trees, Shrubs or Plants)		\$500 each tree/\$2,500		
• Personal Effects and Property of Others		\$25,000		
• Property In Transit Coverage		\$ theft limit		
• Property Off-Premises		\$25,000		
• Spoilage		\$25,000		
• Valuable Papers and Records(Other than Electronic Data)		\$25,000		
Property endorsement deductible		\$500		

Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.

Excess Liability	<u>Premium</u> Not Quoted \$0.00
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Crop: Falls Lake National Insurance Company (A.M. Best Rated A X)

Crop Schedule:		<u>Coverage Limits</u>	<u>Premium</u>
		Not Quoted	\$0.00
• Seeds	RCV, 90% Coinsurance		
• Immature Seedlings	RCV, 90% Coinsurance	\$0.00	
• Vegetative Plants	RCV, 90% Coinsurance	\$0.00	
• Flowering Plants	RCV, 90% Coinsurance	\$0.00	
• Harvested Plants	RCV, 90% Coinsurance	\$0.00	
• Finished Stock	RCV, 90% Coinsurance	\$500,000.00	
Deductible			\$2500 (Per Occurrence)

Products Liability: Claims Made Form

• Product Liability Coverage	<u>Coverage Limits</u>	<u>Premium</u>
Each Claim	\$1,000,000	
Policy Term Aggregate	\$2,000,000	
Deductible- Zero		
• Endorsements		
Product Withdrawal		
Deductible		
Retro Active Period	Date:mm/dd/yyyy	
Vendor Certificate		

Falls Lake National Insurance Company

COVERAGE FORMS

Section IV

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	MASS CHANGES – CANCELLATION AND NONRENEWAL
IL 01 02 05 05	MASS CHANGES – ACTUAL CASH VALUE
IL 01 04 09 07	MASS CHANGES
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 11 04 13	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 32 34 01 05	MASS CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE
MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 1006 01 15	EXCLUSION – ASSAULT AND BATTERY
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
CA PHN 10 16	CALIFORNIA CONSUMER COMPLAINT NOTICE
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
MMD 10 48 09 17	FIRE HAZARD PROPERTY MITIGATION SAFEGUARD (CALIFORNIA)
FLFCC SOS 1000 CA (07 18)	FALLS LAKE MA SERVICE OF SUIT CLAUSE
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

D2	NON ADMITTED DISCLOSURE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)
MMD 10 30 10 18	FALLS LAKE TO REPORT A CLAIM

NOTE: All Knight Insurance Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance consultants, LLC. all rates are subject to change.

Section V

BINDING REQUIREMENTS

No coverage is bound until accepted & approved by Cannabis Insurance Consultants, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 02/

Consult the policy for all specific terms and conditions and complete policy exclusions

BINDING REQUIREMENTS:

- NWISMMD v1.4 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- Criminal check authorization form
- SECTION 1-
- SECTION 1.B- Please make sure this section applies for all locations.
- SECTION 2-Please make sure this section applies for all locations.
- SECTIONS 3-7 LOC 1-Please list full physical address.
- SECTION 3-Please make sure all locations GL limits match as quoted with \$1M/\$2M limits.
- SECTION 3
- SECTION 4 LOC
- SECTION 4 LOC 3-Please confirm that applicant is sole tenant and no other buildings attached to qualify for building coverage at this location.
- SECTION 4
- SECTION 4.B
- SECTION 9-Please uncheck the property box if no loss payee is currently needed per your email.
- TRIA Form
- Inspection Requirement Form
- CA D1
- CA SL 2
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon

receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing. *****Please note that proof of permit or license is due within 30 days of binding to avoid cancellation.*****

- Insured signed and dated No Known Loss Letter with Insured's Legal business name included. Please date this from 1-year prior to bind request date.

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions, please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabia Insurance Consultants, LLC

Underwriter: maria martinez

Phone: 813-489-6255

Email: tony@carastroins.com

1. Manufacturing Roles, Qualifications, and, Training

1.1. General

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

1.2. Facility Job Classifications and Requirements:

- 1.2.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, inspectors, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to cultivate, process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.2. **Duty Manager** - The Duty manager deputizes for the Operations Manager in their absence. The Duty manager must interface with staff, law enforcement, inspectors, vendors, and customers. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train and supervise employees. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.3. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 1.2.4. **Production Associate** - Our facility has an ongoing need for production associates to cultivate, process and manufacture our range of cannabis products. This product range includes, but is not limited to:
 - Edibles
 - Extracts
 - Pre-rolls

Tinctures
Beverages
Vape pens

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

Extraction
Weighing
Measuring
Filling cones
Freezing
Drying

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

1.3. Employee Training and Selection

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

- 1.3.1.1. Cannabis Science
- 1.3.1.2. Horticultural & Organic Cultivation
- 1.3.1.3. Methods of Extraction
- 1.3.1.4. Methods of Ingestion
- 1.3.1.5. Cooking with Cannabis
- 1.3.1.6. Medical marijuana use
- 1.3.1.7. Massachusetts Cannabis Law

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

- 1.3.2.1. Production management
- 1.3.2.2. Wholesale Sales
- 1.3.2.3. Production and manufacturing
- 1.3.2.4. Packaging labeling and inventory
- 1.3.2.5. Sanitation and maintenance of the facility
- 1.3.2.6. Security of the facility and deliveries

- 1.3.2.7. Back-office business and management roles such as, account management, administration, etc.

1.1. Quality Control and Testing

1.1.1. Incoming marijuana inventory

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

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

1.1.2. Outgoing marijuana inventory

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

1.1.3. Hygiene

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

1.1. Recordkeeping procedures

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
 - 1.1.2.1. Assets and liabilities;
 - 1.1.2.2. Monetary transactions
 - 1.1.2.3. Books of accounts;
 - 1.1.2.4. Sales records; and
 - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.
 - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
 - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
 - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.
 - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
 - 1.1.4.1.5. Any material changes will be communicated to the Commission
 - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
 - Shipping manifests
 - Delivery and unpacking video recordings
 - Daily sales stock withdrawal and return reports
 - Weekly inventory reports
 - Product return reports
 - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
 - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
 - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.4. Weekly inventory reports - Each week, the duty manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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1.1.6. Personnel records:

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.6.4.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - 1.1.6.4.4. documentation of periodic performance evaluations;
 - 1.1.6.4.5. a record of any disciplinary action taken.
 - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.7. Personnel policies and procedures

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in the bags provided and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.8. Security Device Log

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. The recording of the issue and return of all security devices is the responsibility of the duty manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the duty manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On **NO** account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

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

IMPORTANT NOTE

The cultivation, manufacturer and wholesale sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed cultivation and manufacturing establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

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

1. Restricting Access to age 21 and older

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

Diversity Plan High Five Inc.

Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+

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

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

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

Goals

Our company has established the diversity goal of employing 20% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in "The Athol Daily News", and "The Greenfield Recorder" with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and/or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?

1.1. Maintenance of Financial Records Plan

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

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
 - 1.4.1. General
 - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
 - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
 - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
 - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to

the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

- 1.4.2. Inventory records include:
 - 1.4.2.1. Shipping manifests
 - 1.4.2.2. Delivery and unpacking video recordings
 - 1.4.2.3. Daily sales stock withdrawal and return reports
 - 1.4.2.4. Weekly inventory reports
 - 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
 - 1.4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
 - Sales and Purchase agreements
 - Loan agreements

Rental agreements

Lease agreements

Franchise agreements

Sale and lease back agreements

Trading agreements with suppliers

Insurance policies

Legal documentation

All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies

Contracts with telecommunications companies

Business registration documents and certificates

Business licensing documents

Surety bonds

Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

High Five Inc.
Personnel Policies and Background Checks

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1. Introduction

1.1. The Employee Handbook

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

1.2. Changes in Policy

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

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

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

2. Manufacturing Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

- Edibles
- Extracts
- Pre-rolls
- Tinctures
- Beverages
- Vape pens

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

- Extraction
- Weighing
- Measuring
- Filling cones
- Freezing
- Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production

routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

2.2. Employee Training and Selection

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

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

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

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

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

3.3. Diversity Plan

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

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company

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

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

3.5. Employment of Relatives

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

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated

with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

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

3.8. Privacy

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

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation

establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

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

3.11. Political Neutrality

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

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

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

4.2. Overtime

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

4.3. Rest and Meal Periods

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

4.4. Time Cards

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

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

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

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

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

5.2. Prohibited Conduct

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

5.3. Complaint Procedure

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

- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

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

5.5. Discipline and Standards of Conduct

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

- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

5.6. **Dress Code**

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

5.7. **Safety**

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

5.8. **Substance and Abuse**

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

Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

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

5.10. Social Media Policy

- 5.10.1. High Five. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks.

Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

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

5.11. **Cell Phone Policy**

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

6. Employee Benefits and Services

6.1. General

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

6.2. COBRA

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

6.3. Worker's Compensation

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. High Five. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

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

6.5. Unemployment Insurance

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed

through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

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

7.2. Sick Days

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

7.3. Pregnancy-Disability Leave

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will

result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

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

7.5. Voting Time

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