



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282070
Original Issued Date: 10/18/2021
Issued Date: 10/18/2021
Expiration Date: 10/18/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Highdration LLC

Phone Number: 917-952-5249
Email Address: harry.groome@gmail.com

Business Address 1: 20 Payton Street	Business Address 2:
Business City: Lowell	Business State: MA
Business Zip Code: 01852	
Mailing Address 1: 15 Kearney Square	Mailing Address 2: Apt. 301
Mailing City: Lowell	Mailing State: MA
Mailing Zip Code: 01852	

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: Manager	Other Role:

First Name: Harry Last Name: Groome Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Harry Last Name: Groome Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$52000 Percentage of Initial Capital: 5.2

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Highdration LLC Entity DBA:

Email: harry.groome@gmail.com Phone: 917-952-5249

Address 1: 20 Payton Street Address 2:

City: Lowell State: MA Zip Code: 01852

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$9500 Percentage of Initial Capital: 0.95

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 20 Payton Street

Establishment Address 2:

Establishment City: Lowell Establishment Zip Code: 01852

Approximate square footage of the Establishment: 1000 How many abutters does this property have?: 36

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Highdration.Lowell-Payson.St-prod.manuf-plan to remain compliant with local permits.bylaws-4.19.21.docx.pdf	pdf	60883bc509011007a03ced5f	04/27/2021
Community Outreach Meeting Documentation	Highdration - COM Packet.pdf	pdf	608845186f8420077bfc536f	04/27/2021

Certification of Host	HCA Certification form Highdration.pdf	pdf	609555723fd8b2075df9dae5	05/07/2021
Community Agreement				

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	Updated 6-3-2021 Highdration - Positive Impact Plan.pdf	pdf	60b8da8be03d9635ef5be5ef	06/03/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Harry

Last Name: Groome 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
Department of Revenue - Certificate of Good standing	Highdration Certificate of Good Standing DOR.pdf	pdf	60870d148f80610756a0feda	04/26/2021
Department of Revenue - Certificate of Good standing	Harry Groome Unemployment Assistance form for application.pdf	pdf	60870d24954bd3079c68dde5	04/26/2021
Bylaws	HIGHDRATION LLC Operating Agreement.pdf	pdf	60870db209011007a03ce978	04/26/2021
Articles of Organization	Certificate of Organization - Highdration.pdf	pdf	608820c68ecb05074fe68024	04/27/2021
Secretary of Commonwealth - Certificate of Good Standing	COG Sec Comm Highdration 4-29-2021.pdf	pdf	6095559485675207abc7a4ed	05/07/2021

No documents uploaded

Massachusetts Business Identification Number: 001472901

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_HIGHDRATION_LLC.pdf	pdf	608841d53fd8b2075df9b3ea	04/27/2021
Proposed Timeline	Copy of Highdration LLC-Proposed Business Timeline.pdf	pdf	6088425a09011007a03ced90	04/27/2021
Business Plan	submitted Business Plan Highdration with updates.pdf	pdf	60b8df10ff799435f6382db2	06/03/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	Plan for Obtaining Marijuana or Marijuana Products - Product Manufacturing.pdf	pdf	6088105a3bbe600765b4b02a	04/27/2021
Method used to produce products	Methods used to produce products - Product Manufacturing.pdf	pdf	6088114d247e180786c93967	04/27/2021
Safety Plan for Manufacturing	SAFETY PLAN - Product Manufacturing.pdf	pdf	6088121b3fd8b2075df9b2c8	04/27/2021
Restricting Access to age 21 and older	Restricting Access to age 21 or older - Product Manufacturing.pdf	pdf	60881268d91389075ed3737d	04/27/2021
Security plan	Security Plan - Product Manufacturing.pdf	pdf	608813ab8ecb05074fe67fca	04/27/2021
Prevention of diversion	Prevention of Diversion - Product Manufacturing.pdf	pdf	60881409d91389075ed37388	04/27/2021
Storage of marijuana	Storage - Product Manufacturing.pdf	pdf	608814523fd8b2075df9b2d2	04/27/2021
Transportation of marijuana	Transportation of Marijuana - Product Manufacturing.pdf	pdf	6088149eb15b20079554f647	04/27/2021
Inventory procedures	Inventory Procedures - Product Manufacturing.pdf	pdf	608814df85675207abc77d6e	04/27/2021
Quality control and testing	Quality Control and Testing - Product Manufacturing.pdf	pdf	6088153f247e180786c93982	04/27/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - Product Manufacturing.pdf	pdf	6088159db15b20079554f65b	04/27/2021
Record Keeping procedures	Record Keeping Procedures - Product Manufacturing.pdf	pdf	608815ea68436d078d6b0641	04/27/2021
Maintaining of financial records	Maintaining of Financial Records - Product Manufacturing.pdf	pdf	6088162c031c12076ccf0939	04/27/2021
Qualifications and training	Qualifications and Training - Product Manufacturing.pdf	pdf	60881758e54b280786bae6d7	04/27/2021
Energy Compliance Plan	Highdration - Energy Compliance Plan.pdf	pdf	608817d3e54b280786bae6dd	04/27/2021
Sample of unique identifying marks used for branding	HK logo.pdf	pdf	6088397f954bd3079c68e131	04/27/2021
Types of products Manufactured.	TYPES & FORMS OF PRODUCT - Product Manufacturing (1).pdf	pdf	608843613bbe600765b4b15b	04/27/2021
Diversity plan	Updated 8-20-2021 Highdration - Diversity	pdf	61201f400b068e0732626524	08/20/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION**Notification:****COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

Highdration LLC

Adult Use Marijuana Establishment for Product Manufacturing
20 Payton Street, Lowell, Mass., Middlesex County
Assessor ID 0146/4560/0020/0000

Plan to Remain Compliant with Local Permits and Zoning

Highdration LLC (the Applicant), is seeking a marijuana product manufacturing establishment at 20 Payton Street in the City of Lowell and the site is located within the City's Light Industry (LI) zoning district and this marijuana use is allowed as of right, with site plan review by the Lowell Planning Board. The site consists of 51,045 square feet and hosts an existing warehouse type building to be utilized for the marijuana operations with no expansion to the existing building.

The City of Lowell's zoning bylaw and zoning map have been reviewed and the site location is confirmed to be in the light industrial zone and product manufacturing is allowed as of right in the Light Industrial Zone and the site plan review process is undertaken pursuant to Section 7.10 on Marijuana Uses and Section 11.4 on Site Plan Review.

Applicant shall maintain its permitting in good standing and will keep abreast of any zoning or bylaw amendments that may affect its permitted use.

The time frame for obtaining permits for this marijuana establishment is as follows: A site plan review application filed with the Planning Board with a hearing to occur within 60 days of filing and a decision to be rendered within the next 60 days for a total of 120 days for site plan approval. Thereafter, a building permit application with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4-6-2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Harry Groome

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

JA C. C.



Karen Calton <karen@mensinggroup.com>

RE: Inquiry about setting up a Community Outreach Meeting

1 message

Slagle, Eric <eslagle@lowellma.gov>

Mon, Mar 1, 2021 at 10:11 AM

To: Karen Calton <karen@mensinggroup.com>

Atty. Calton,

You have permission from the City of Lowell to have your Community Outreach Meeting virtually.

Please let me know if you have any further questions.

Sincerely,

R. Eric Slagle | *Director*

Division of Development Services

Department of Planning and Development

The City of Lowell

City Hall, 375 Merrimack Street, 2nd Floor | Lowell, MA 01852t: 978.674.1471 | f: 978.446.7103 | www.lowellma.gov**LOWELL** *Alive. Unique. Inspiring.*

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is **PRIVILEGED and CONFIDENTIAL**. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify the Sender via email or telephone. Please be advised the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that email could be considered a public record.

From: Karen Calton <karen@mensinggroup.com>**Sent:** Friday, February 26, 2021 12:48 PM**To:** Slagle, Eric <eslagle@lowellma.gov>**Subject:** Inquiry about setting up a Community Outreach Meeting

Good afternoon Mr. Slagle -

4/9/2021

Mensing Group Mail - RE: Inquiry about setting up a Community Outreach Meeting

I work with Blake Mensing and we represent Harry Groome with Highdration LLC who is proposing an adult-use marijuana Product Manufacturing establishment in the City of Lowell.

As per an Administrative Order issued last April (attached), the applicant is required to ask and receive permission from the municipality to have a Community Outreach Meeting virtually.

Are you the appropriate person for me to ask for such permission? If so, an affirmative reply from you to this email is sufficient for the State application process. If you need me to provide you with a specific date I can do that (the soonest would be 3 weeks from now).

If you are not the person to ask for permission, it would be wonderful if you could point me in the right direction of who that person may be so I can make sure I follow the rules accordingly.

If you have any questions or need any other information from me please do not hesitate to contact me. Have a great day!

Karen

--

Karen L. Calton, Esq.

Managing Partner

Karen@mensinggroup.com

Cell: 202-462-0584

Link to Community Outreach Meeting held on 4-6-2021

<https://youtu.be/YbrJL9mwKPk>

Highdration LLC

Number of attendees at Community Outreach Meeting held on 4-6-2021

4

CLASSIFIEDS



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EMAIL advertising@mediaonemarketplace.com

FAX 1-978-970-4723

LEGAL ADS legals@mediaonene.com

HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:30pm for publication the following day.
(Friday @ 4:30pm for publication Sunday or Monday).



POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

PUBLIC NOTICE

City of Lowell
Design Services for Shedd
Park Concessions
RFP 21-50
The City of Lowell (City)
is seeking a qualified
Architect to work with City
staff and a Project
Committee on
development of a new
concession and restroom
facility at Shedd Park. The
value of this project is
approx. \$150,000. Sealed
proposals will be received
at the Office of the City of
Lowell Purchasing Agent,
City Hall, Room #60, 375
Merrimack St., Lowell,
MA 01852 until 11:00 a.m.
on March 31, 2021. There
is no public opening.
Information regarding this
project may be obtained
by contacting P. Michael
Vaughn, Chief
Procurement Officer/
Purchasing Agent, City of
Lowell, (978) 970-4110, at
the above address, Email
pmvaughn@lowellma.gov
or from the City of Lowell
website at www.lowellma.gov/purchasing

March 17 2021

TOWN OF CHELMSFORD

DPW
INVITATION TO BID
SENIOR CENTER KITCHEN
RENOVATION
REMOVAL, PURCHASE
AND INSTALLATION OF
KITCHEN EQUIPMENT
The Town of Chelmsford,
Massachusetts solicits
sealed bids for the
following:
REMOVAL, PURCHASE,
AND INSTALLATION OF
KITCHEN EQUIPMENT
Interested parties may
obtain Bid Packages
beginning Wednesday
3/24/21 at 10:00 a.m.
from the town's
website: chelmsfordma.gov/112/Request-for-Bids-BID-SUBMITTAL
Bids will be received at
the DPW Facility, 9 Alpha
Road, Chelmsford, MA
until Wednesday, April
7, 2021 at 10:00 a.m.
at which time they will
be publicly opened and
read aloud. The Town of
Chelmsford reserves the
right to waive any
informality and/or to reject
any or all bids if deemed
to be in the best interest of
the Town.
Paul E. Cohen
Town Manager

March 17 2021

Commonwealth of
Massachusetts The
Trial Court - Probate and
Family Court Docket No.
MI13P6435EA Middlesex
Probate and Family Court
208 Cambridge Street
Cambridge, MA 02141
(617)768-5800
CITATION ON PETITION
FOR ORDER OF
COMPLETE
SETTLEMENT Estate of:
Willie M. Fountain Date of
Death: 12/17/2012. To all
interested persons: A
Petition for Order of
Complete Settlement has
been filed by Audrey L.
Dingle of Columbia SC
requesting that the Court
enter a formal
Decree of Complete
Settlement including the
allowance of a final
account, and other such
relief as may be requested
in the Petition
IMPORTANT NOTICE: You
have the right to obtain a
copy of the Petition from
the Petitioner or at the
Court. You have a right to
object to this proceeding.
To do so, you or your
attorney must file a written
appearance and objection
at this Court before 10:00
a.m. on the return day of
04/01/2021. This is NOT a
hearing date, but a
deadline by which you
must file a written
appearance and objection
if you object to this
proceeding. If you fail to
file a timely written
appearance and objection
followed by an affidavit
of objections within thirty
(30) days of the return day,
action may be taken
without further notice
to you. Witness, Hon.
Maureen H Monks, First
Justice of this Court, Date:
March 04, 2021.
Tara E DeCristofaro,
Register of Probate

March 17 2021

PUBLIC NOTICE

Town of Pepperell Board of Public Works In accordance
with the provisions of MGL Chapter 83 Sec. 16, the
Pepperell Board of Public Works will conduct a public
hearing on Thursday April 01, 2021 at 6:00 PM to
review water & sewer rates. The public hearing will be
held remotely, the link for meeting is
<https://global.gotomeeting.com/join/243947797> or
by dial in, 1 (669) 224-3412. The access code for the
meeting is 243947797. All interested parties are invited
to remotely attend the public hearing and provide oral
and/or written comments to the Board of Public Works
on or before March 31, 2021. PEPPERELL BOARD OF
PUBLIC WORKS

March 17 24, 2021

REQUEST FOR PROPOSALS (RFP)
VALLEY COLLABORATIVE

Valley Collaborative invites proposers to submit writen
sealed proposals for the lease of Adult Services
Program space to house Valley Collaborative's Adult
Services Program. Request for Proposal packages will
be available at the Office of the Accounting Manager, 25
Linnell Circle, Billerica, MA 01821 or by email request
gdegregory@valleycollaborative.org beginning on
March 17, 2021. Written proposals may be submitted
to the Accounting Manager, 25 Linnell Circle, Billerica,
MA 01821 no later than 10:00 AM Tuesday April 20,
2021 at which time they will be opened. Proposals will
be evaluated based on requirements set forth in the
proposal package. Any proposals received after the
opening deadline will be deemed non-responsive and
returned to the proposer. The Collaborative reserves the
right to reject any and all proposals as determined to
be in the interests of the Collaborative and to waive any
minor informalities.

MARCH 17, 2021

BILLERICA CONSERVATION COMMISSION NOTICE OF INTENT WETLANDS HEARING

Pursuant to the provisions of MA Wetlands Protection
Act (M.G.L. c. 131, §40) and the Town of Billerica
Wetlands Protection By-Law (Article XXII), the Billerica
Conservation Commission will hold a **Wetlands
Hearing on March 24, 2021 at 6:00 PM** to hear
the proposal of Joseph Cloghessy to install an in-ground
pool with a cabana and conduct tree removal and install
new plantings on property located at 49 Heritage Road,
further identified as Map 32-122-0, Parcel
101.

Pursuant to Governor Baker's March 12, 2020 Order
Suspending Certain Provisions of the Open Meeting Law,
G.L. c. 30A, §18, and the March 15, 2020 Order
imposing strict limitation on the number of people
that may gather in one place, **this meeting of the
Billerica Conservation Commission will be
conducted via Remote Participation Only.** The
public may participate in this meeting via Zoom webinar,
the link and call-in number will be printed on the
Conservation Agenda posted on the Town's website and
Town Clerk Office at least 48 hours prior to the meeting.

March 17 2021

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Act (M.G.L. c. 131, §40) and the Town of Billerica
Wetlands Protection By-Law (Article XXII), the Billerica
Conservation Commission will hold a **Wetlands
Hearing on March 24, 2021 at 6:00 PM** to hear
the proposal of the Billerica DPW to perform paving/
roadway improvements (e.g., drainage and sidewalk) on
Boston Rd., Campbell Rd., Dunham Rd., Ed Hayes Way,
Elliot St., Fardon St., French St., Glad Valley Dr, Lowell
St., Marshall St., Plank St., and Salem Rd. as part of the
2021 Roadway Management Program.

Pursuant to Governor Baker's March 12, 2020 Order
Suspending Certain Provisions of the Open Meeting
Law, G.L. c. 30A, §18, and the March 15, 2020 Order
imposing strict limitation on the number of people that
may gather in one place, this meeting of the Billerica
Conservation Commission will be conducted via Remote
Participation Only. The public may participate in
this meeting via Zoom webinar, the link and call-in num-
ber will be printed on the Conservation Agenda posted
on the Town's website and Town Clerk Office at least 48
hours prior to the meeting.

March 17 2021

MERCHANDISE

2110 MUSICAL INSTRUMENTS

Top \$\$ Paid

We Buy ALL Musical
Instruments - Guitars,
Saxes, etc. We travel &
Pick-Up. Cash on the
spot!

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2105 WANTED TO BUY

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866.896.4979

PUBLIC NOTICE

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on or before March 31, 2021. PEPPERELL BOARD OF
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MARCH 17, 2021

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Act (M.G.L. c. 131, §40) and the Town of Billerica
Wetlands Protection By-Law (Article XXII), the Billerica
Conservation Commission will hold a **Wetlands
Hearing on March 24, 2021 at 6:00 PM** to hear
the proposal of Joseph Cloghessy to install an in-ground
pool with a cabana and conduct tree removal and install
new plantings on property located at 49 Heritage Road,
further identified as Map 32-122-0, Parcel
101.

Pursuant to Governor Baker's March 12, 2020 Order
Suspending Certain Provisions of the Open Meeting Law,
G.L. c. 30A, §18, and the March 15, 2020 Order
imposing strict limitation on the number of people
that may gather in one place, **this meeting of the
Billerica Conservation Commission will be
conducted via Remote Participation Only.** The
public may participate in this meeting via Zoom webinar,
the link and call-in number will be printed on the
Conservation Agenda posted on the Town's website and
Town Clerk Office at least 48 hours prior to the meeting.

March 17 2021

BILLERICA CONSERVATION COMMISSION NOTICE OF INTENT WETLANDS HEARING

Pursuant to the provisions of MA Wetlands Protection
Act (M.G.L. c. 131, §40) and the Town of Billerica
Wetlands Protection By-Law (Article XXII), the Billerica
Conservation Commission will hold a **Wetlands
Hearing on March 24, 2021 at 6:00 PM** to hear
the proposal of the Billerica DPW to perform paving/
roadway improvements (e.g., drainage and sidewalk) on
Boston Rd., Campbell Rd., Dunham Rd., Ed Hayes Way,
Elliot St., Fardon St., French St., Glad Valley Dr, Lowell
St., Marshall St., Plank St., and Salem Rd. as part of the
2021 Roadway Management Program.

Pursuant to Governor Baker's March 12, 2020 Order
Suspending Certain Provisions of the Open Meeting
Law, G.L. c. 30A, §18, and the March 15, 2020 Order
imposing strict limitation on the number of people that
may gather in one place, this meeting of the Billerica
Conservation Commission will be conducted via Remote
Participation Only. The public may participate in
this meeting via Zoom webinar, the link and call-in num-
ber will be printed on the Conservation Agenda posted
on the Town's website and Town Clerk Office at least 48
hours prior to the meeting.

March 17 2021

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PUBLIC NOTICE

Notice is hereby given that
a Community Outreach
Meeting for a proposed
Marijuana Product
Manufacturing
Establishment is scheduled
for Tuesday, April 6, 2021
at 6:00 p.m. In light of
COVID-19 it will be held
via Zoom Meeting. Join the
meeting at <https://zoom.us/j/92659684641> or by
calling (929) 205-6099
and entering Meeting ID
926 5968 4641. The
proposed Marijuana
Product Manufacturing
Establishment is
anticipated to be located at
20 Payton Street, Lowell,
MA 01852. There will be
an opportunity for the
public to ask questions.

March 18 2021

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Thursday nights with
overtime available
The job requires long
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working outside in all
weather conditions
MASS HOOD CLEANING
and/or BOSTON HOOD
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preferred but NOT
necessary

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Gas Stations, FM-200,
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*Must be mechanically
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*Must be able to lift at
least 50LBS or more
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outside and in all weather
conditions
*Must be able to work
some weekends
Sprinkler Apprentice
Service position for
sprinkler inspections and
repairs
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with our customer base.
Have good organization.
Required Skills:
Must excel in a fast paced,
agile environment where
critical thinking and strong
sprinkler skills are
required for success.
Ability to handle
customers and potential
customers professionally
and with courtesy.
Strong written and verbal
skills
Valid Driver's license
Education:
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Diploma
We offer health insurance
and 401K with a company
match the more you learn
the more you earn!
Julie@asapfire.com
978-649-4945

PUBLIC NOTICE

MCC 2021-09 ADVERTISEMENT TO BID Middlesex Community College, the Awarding
Authority, invites sealed bids from General Contractors for the MCC Carole Cowan
Penthouse Roof Replacement, Project No. MCC 2021-09 in Lowell, Massachusetts,
in accordance with the documents prepared by CSS Architects, Inc. dated March 5,
2021. The scope of work includes removal of existing roofing, insulation of flashings
and providing new PVC roofing system including reinstalling existing lightning
protection system. Bids are subject to M.G.L. c.149 §\$ 44A-44J & to prevailing wage
rates as required by M.G.L. c.149 §\$26 to 27H inclusive. THIS PROJECT IS BEING
ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please r
eview the instructions in the bid documents on how to register as an electronic bidder.
The bids are to be prepared and submitted at www.biddocsonline.com and received
no later than the date and time specified below. General bidders must be certified by
the Division of Capital Asset Management and Maintenance (DCAMM) in the following
category of work, Roofing, and must submit a current DCAMM Certificate of Eligibility
and signed DCAMM Prime/General Contractor Update Statement. General Bids will be
received until 11:00AM on April 2, 2021 and publicly opened online, forthwith. General
bids shall be accompanied by a bid deposit that is not less than five (5%) of the
greatest possible bid amount (considering all alternates), and made payable to
Middlesex Community College. Bid Forms and Contract Documents will be available
for pick-up March 17, 2021 at www.biddocsonline.com (may be viewed electronically
and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA
01749 (978-568-1167). There is a plan deposit of \$50/set (max/2 sets) payable to
BidDocs ONLINE Inc. Plan deposits may be electronically paid or by check. This
deposit will be refunded for up to two sets for general bidders upon return of the
sets in good condition within thirty (30) days of receipt of general bids. Otherwise
the deposit shall be the property of the Awarding Authority. Additional sets may be
purchased for \$50. Bidders requesting Contract Documents to be mailed to them shall
include a separate check for \$40/set for UPS Ground (\$65/set for UPS overnight),
nonrefundable, payable to BidDocs ONLINE Inc., to cover mail handling costs.
SITE VISIT: The Pre-Bid Conference and site visit will be held on March 24, 2021 at
11:00am at the Carole Cowan Center Building, 33 Kearney Square, Lowell MA 01852.
Attendees must wear masks and follow MCC direction for viewing the building.
Contract Documents may be seen, but not removed at Nashoba Blue Inc., 433 Main
Street, Hudson, MA 01749 (978-568-1167).

March 17 2021

4002 GENERAL

Borrego Solar Systems,
Inc. seeks a Product
Manager in Lowell, MA
to develop technical
standards. Reqs MS + 2
yrs. To apply mail resume
to: Christine Marks, 55
Technology Drive, Suite
102, Lowell, MA 01851,
reference job title.

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77 Knapp Avenue
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Attachment B

March 29, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Product Manufacturing Marijuana Establishment is scheduled for Tuesday, April 6, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/92659684641>

Meeting ID: 926 5968 4641

or Via Dial-in: (929) 205-6099 and entering Meeting ID

The proposed Product Manufacturing Marijuana Establishment is anticipated to be located at 20 Payton Street, Lowell, MA 01852. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Highdration LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Eric R. Slagle - Department of Planning and Development
375 Merrimack Street, 2nd Floor
Lowell, MA 01852

Mayor John Leahy
375 Merrimack Street, 2nd Floor
Lowell, MA 01852



Attachment C

March 29, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Product Manufacturing Marijuana Establishment is scheduled for Tuesday, April 6, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/92659684641>

Meeting ID: 926 5968 4641

or Via Dial-in: (929) 205-6099 and entering Meeting ID

The proposed Product Manufacturing Marijuana Establishment is anticipated to be located at 20 Payton Street, Lowell, MA 01852. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Highdration LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Susan A. LeMay, MAA
Chief Assessor
Joel H. Cohen
Assessor
Ryan E. Rondeau
Assessor

March 23, 2021

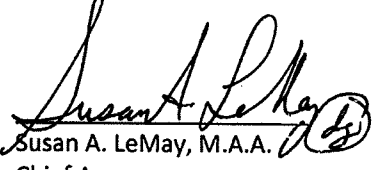
Boston Cannabis Control Commission
101 Federal St 13th Fl
Boston, MA 02110

RE: Abutters List

Dear Commissioners:

This is to attest that the individuals described on the attached listing are the certified list of parties in interest in Lowell, MA of the premises located at 20 Payton Street, Lowell, MA 01852.

Very truly yours,


Susan A. LeMay, M.A.A.
Chief Assessor

Abutters List – Boston Cannabis Control Commission
Attachment(s) – 3 pages
cc: Assessor File

SAL/kr



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WALTHAM, MA 02451-1120

RE: 49.1 MARSHALL RD

LOWELL, MA 01852-5125

RE: 86 MONTREAL ST

LOWELL, MA 01852

RE: 96 MONTREAL ST

LOWELL, MA 01852-4417

RE: 10 PAYTON ST

MEREDITH, NH 03253

RE: 20 PAYTON ST

LOWELL, MA 01852

RE: 134 MAIN ST

LOWELL, MA 01852

RE: 29 MARSHALL RD

WALTHAM, MA 02451-1120

RE: 68 MONTREAL ST

LOWELL, MA 01852

RE: 90 MONTREAL ST

LOWELL, MA 01852-4417

RE: 102 MONTREAL ST

LOWELL, MA 01852

RE: 14 PAYTON ST

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RE: 24.1 PAYTON ST

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RE: 241 PLAIN ST

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RE: 247 PLAIN ST

LOWELL, MA 01852-5121

RE: 181 PLAIN ST

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RE: 263 PLAIN ST

[REDACTED]
BOSTON, MA 02116

RE: PLAIN ST/MAIN ST BRIDGE

[REDACTED]
N BILLERICA, MA 01862

RE: 251 PLAIN ST

[REDACTED]
LOWELL, MA 01852

RE: 255 PLAIN ST

[REDACTED]
LOWELL, MA 01852-5121

RE: 264 PLAIN ST

[REDACTED]
LOWELL, MA 01852

RE: RAIL ROAD TRACKS

[REDACTED]
N BILLERICA, MA 01862

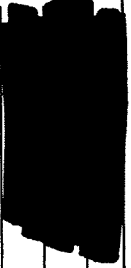


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From:

To: [Redacted]
Lowell, MA 01852

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U.S. POSTAGE PAID
FROM LETTER
NEEDHAM HEIGHTS, MA
02494
MAR 29, 21
AMOUNT
\$1.55
R2305M146855-13

U.S. POSTAGE PAID
FROM LETTER
NEEDHAM HEIGHTS, MA
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Certificate
Mail

This Certificate of Mailing provides evidence that mail has been presented to USPS[®] for n
This form may be used for domestic and international mail.
From:

To: [Redacted]
Lowell, MA 01852

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate
Mail

This Certificate of Mailing provides evidence that mail has been presented to USPS[®] for n
This form may be used for domestic and international mail.
From:

To: [Redacted]
375 Merrimack Street, 2nd Floor, Lowell, MA

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UNITED STATES
POSTAL SERVICE[®]

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From:

To: [Redacted]
Lowell, MA 01852

PS Form 3817, April 2007 PSN 7530-02-000-9065



UNITED STATES
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Certificate
Mail

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This form may be used for domestic and international mail.
From:

To: [Redacted]
Lowell, MA 01852

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U.S. POSTAGE PAID
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UNITED STATES
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This form may be used for domestic and international mail.
From:

To: [Redacted]
Boston, MA 02116

PS Form 3817, April 2007 PSN 7530-02-000-9065



UNITED STATES
POSTAL SERVICE[®]

Certificate
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This Certificate of Mailing provides evidence that mail has been presented to USPS[®] for
This form may be used for domestic and international mail.
From:

To: [Redacted]
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From:

To:

[Redacted]
Lowell, MA 01852

PS Form 3817, April 2007 PSN 7530-02-000-9065



UNITED STATES
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From:

To:

[Redacted]
Lowell, MA 01852

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UNITED STATES
POSTAL SERVICE®

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The form may be used for domestic and international mail.
From:

To:

[Redacted]
Lowell, MA 01852

PS Form 3817, April 2007 PSN 7530-02-000-9065



UNITED STATES
POSTAL SERVICE®

Certificate of
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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mail
The form may be used for domestic and international mail.
From:

To:

[Redacted]
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UNITED STATES
POSTAL SERVICE®

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This Certificate of Mailing provides evidence that mail has been presented to USPS®
The form may be used for domestic and international mail.
From:

To:

[Redacted]
Lowell, MA 01852

PS Form 3817, April 2007 PSN 7530-02-000-9065



UNITED STATES
POSTAL SERVICE®

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This Certificate of Mailing provides evidence that mail has been presented to USPS®
The form may be used for domestic and international mail.
From:

To:

[Redacted]
Lowell, MA 01852

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02494
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Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Highdration LLC

2. Name of applicant's authorized representative:

Harry Groome, Manager

3. Signature of applicant's authorized representative:

H. Groome

4. Name of municipality:

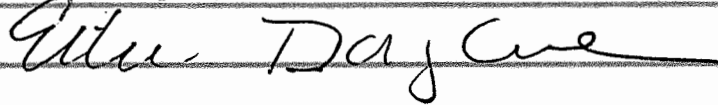
City of Lowell

5. Name of municipality's contracting authority or authorized representative:

Eileen Donoghue



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



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



8. Host community agreement execution date:





Highdration LLC - Product Manufacturing

POSITIVE IMPACT PLAN

Governed by M.G.L. c. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Highdration LLC (“Highdration”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition, which the Cannabis Control Commission has identified as the following three Groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission (“CCC”).
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

To support such populations, Highdration has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

To impact those in the above Group, Highdration’s goal is to:

Provide at least three (3) Massachusetts residents who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAM

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, Highdration will:

Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers and CCC boards. Specific sources utilized will include, but not be limited to, The Sun (Lowell’s local newspaper) . The workshop will be held at Highdration’s facilities, and will each have a capacity of at least 10 participants. Sample publication locations include ADI and local newspapers and CCC boards. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

Highdration LLC - Product Manufacturing

MEASUREMENTS

Highdration will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Highdration meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

Record Sealing Workshop: Highdration will document the workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

DISCLOSURES

Highdration acknowledges and 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.

Any actions taken, or programs instituted, by Highdration will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Highdration understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.103(4)(b).



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

mass.gov/dor

Letter ID: L0338549568
Notice Date: April 23, 2021
Case ID: 0-001-146-223



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGHDRATION, LLC
20 PAYTON ST
LOWELL MA 01852-5118

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

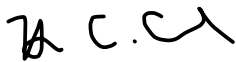
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Harry Groome, an
authorized representative of Highdration, LLC certify that
Highdration, LLC does not currently have employees and is therefore unable
to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate
of Good Standing or Compliance.



Signature of Agent

Date 4/17/2021

Name: Harry Groome

Title: CEO

Entity: Highdration, LLC

**Limited Liability Company Agreement of
HIGHDRATION, LLC
A Single Member Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of HIGHDRATION, LLC , (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for HIGHDRATION, LLC, a Manager-managed Massachusetts single member limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address . The location of the primary place of business of the Company is:

20 Payton Street, Lowell, MA, Massachusetts 01852, or such other location as shall be selected from time to time by the Member.

The Company's mailing address is:

15 Kearney Sq, Unit 301, Lowell, Massachusetts 01852

D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is HARRY GROOME. The Agent's registered office is 15 Kearney Sq, Unit 301, Lowell, Massachusetts 01852. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose . The Company is created for the following business purpose:

HIGHDRATION LLC will produce a wide-range of cannabis products.

B. Powers . The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration . The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Member votes to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Member or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Member.

A. The Member . The sole member of HIGHDRATION, LLC at the time of adoption of this Agreement is Harry Groome (the "Member").

B. Initial Contribution . The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member .

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Member . Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is

insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

D. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.

1. *Entire transfer* . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer* . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

E. Member Voting .

1. *Voting power* . In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

F. Member's Duty to File Notices . The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Member may delegate this responsibility to a Manager at the Members' sole discretion.

G. Fiduciary Duties of the Members . The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

IV. Accounting and Distributions.

- A. Fiscal Year . The Company's fiscal year shall end on the last day of December.
- B. Distributions . Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation . The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Board of Managers.

- A. Creation of a Board of Managers . The Member shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Member and headed by the Chairman of the Board. The Member may install itself as a Manager and as the Chairman. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- B. Powers and Operation of the Board of Managers . The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
 - 1. *Meetings* . The Board may hold meetings, both regular and special, within or outside the state of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.
 - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers

present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

- C. Compensation of Managers . The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- D. Removal of Managers . Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.
- E. Managers as Agents . To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- F. No Power to Dissolve the Company . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as

they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board . The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Member; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

H. Prohibited Actions of the Board . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. Fiduciary Duties of the Board.

- A. Loyalty and Care . Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.
- B. Competition with the Company . The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall

refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

- C. Duties Only to the Company . The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.
- D. Reliance on Reports . In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
 2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
 3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

VIII. Dissolution.

- A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the

Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

- C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.
- E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- G. Notice to Massachusetts Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law.

IX. Exculpation and Indemnification.

- A. No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or

omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

X. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such

person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law.

XI. General Provisions.

- A. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- G. Application of Massachusetts Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- H. Amendment . This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

- I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of April 17, 2021.

This LLC Operating Agreement is executed and agreed to by:

Harry C. Groome _____

Harry C. Groome

harry.groome@gmail.com

April 17, 2021 at 04:57 pm

Recorded at IP 73.142.41.219

ATTACHMENT A
Initial Contributions of the Member

The Initial Contributions of the Member of HIGHDRATION, LLC are as follows:

Harry Groome

Contribution:

Intellectual Property valued at \$0.00



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0014729011. The exact name of the limited liability company is: HIGHDRATION LLC

2a. Location of its principal office:

No. and Street: 15 KEARNEY SQUARE, #301
City or Town: LOWELL State: MA Zip: 01852 Country: USA

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

No. and Street: 15 KEARNEY SQUARE, #301
City or Town: LOWELL State: MA Zip: 01852 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
MANUFACTURING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARGUERITE GROOME
No. and Street: 15 KEARNEY SQUARE, #301
City or Town: LOWELL State: MA Zip: 01852 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	HARRY GROOME	15 KEARNEY SQUARE, #301 LOWELL, MA 01852 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HARRY GROOME	15 KEARNEY SQUARE, #301 LOWELL, MA 01852 USA

9. Additional matters:

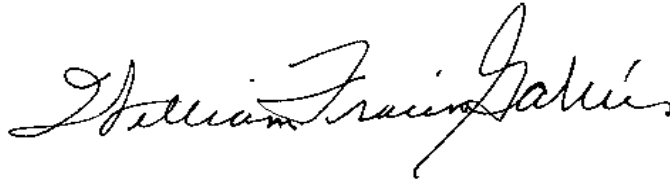
SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of December, 2020,
VANESSA CALHOUN

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 01, 2020 11:51 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

April 29, 2021

TO WHOM IT MAY CONCERN:

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

HIGHDRATION LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 1, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM



72 River Park Street Needham MA 02494
617-500-1824 www.budrisk.com

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: HIGHDRATION LLC (Product Manufacturing)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. HIGHDRATION LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to HIGHDRATION LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopus US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

HIGHDRATION, LLC

I. EXECUTIVE SUMMARY

Highdration, LLC, (hereinafter "Business") is intended to be formed as a Massachusetts Limited Liability Company (LLC) located at 20 Payton Street, Lowell, Massachusetts 01852, poised for rapid growth in the cannabis product development industry. The Business seeks funding to take advantage of a window of opportunity for introducing a new beverage enhancement product, which has the potential to dominate the market in this segment.

Mission Statement. Produce safe, quality and creative cannabis infused food and beverages.

Business Description. The Business is to be organized as a Limited Liability Company (LLC) formed and authorized under the laws of the Commonwealth of Massachusetts, and will be led by Harry Groome, who will serve as CEO.

Harry Groome is a career advertising and marketing expert launching the EA Sports brand and has grown national and Boston-based hospitality companies including Kings Bowling and Game On! Additionally, Groome started Fans Without Footprints the environmental loyalty platform and Safest Places the student safety communications platform. A graduate of Hamilton College, an avid photographer and golfer, Groome is the proud husband and father of two sons.

New Product. The Business has developed a family of cannabis-infused naturally flavored beverage enhancements. The Business has a window of opportunity to introduce its products and gain a significant piece of the growing consumer spend on this emerging market.

Funding Request. The total funding request is for \$1,000,000, seeking up to 10 investors, each contributing a \$100,000 capital investment in return for a 2% equity ownership interest in the Business. The funding proceeds will be used as follows:

\$500,000 for Kitchen Build Out, Product Development & Sourcing

This portion of funding is intended for both building out the commercial kitchen and developing the liquid and crystalline powdered drink mix. While the Business works to obtain its cannabis producer license by the end of 2021, management will invest in designing and developing products and packaging that fit within dispensary pricing & display expectations. During this period, the Business will also enlist the services of a cannabis product consultancy to provide a market-ready formula optimized for high quality mass production. This Consultancy will also advise on production design and process definition. Initial conversations with one such group have been productive and have yielded draft specifications and production equipment requirements.

\$500,000 for Office, Staffing & Legal expenses

This portion of funding is intended for acquiring legal support for obtaining the MA cannabis product manufacturing license and other business-related expenses. This license will enable Highdration LLC to produce cannabis products and sell directly to licensed dispensaries. It will also be used to secure key personnel to begin optimization of the cannabis infused production process. Key to market entry is our ability to form relationships with Massachusetts dispensaries. We will accomplish this by providing them with high quality pre-roll cannabis products at attractive prices, strengthening our ability to reach the retail market with Business's family of products as we roll them out.

II. BUSINESS SUMMARY

The business is a start-up business, providing clients with pre-rolls and beverage additives supporting healthy lifestyle cannabis consumption.

Industry Overview. The cannabis product development industry in the United States currently generates \$15B in annual sales. Annual revenue for the Massachusetts market where the business is located is estimated at \$1B.

Supplier & Seasonal Factors. The Business's ability to produce quality products at competitive prices is dependent on our ability to acquire source material at market rates. We will leverage our relationships with growers to create a pipeline of suppliers who can meet our production demands. The Business would only be influenced by the seasonal factors that affect our customers. Since the demand for our services crosses many different businesses and industries, seasonal fluctuations are expected to be limited to the typical downturn in the dull period months are not affected by the annual holiday schedules.

Position in the Industry. Manufacture consistently dosed and creatively marketed products that appeal to the "canna-curious" and experienced users. Premium products that are affordably priced and made with quality ingredients by master food and beverage producers.

Legal Issues. The promoters have secured the required patents and trademarks for the products and processes of the business in accordance with the statutory requirements.

Location. Highdration LLC has entered into a lease agreement at 20 Payton Street, Lowell, MA 01852 for 1000 sq. ft. of industrial space. This location is in the Marijuana Zone.

III. MARKETING SUMMARY

Target Markets. The main target markets for the business include:

- Licensed recreational cannabis dispensaries (Massachusetts-based initially)
- 21+ adults drawn to the legal recreational marijuana products market

Highdration's primary product difference is the uniqueness of cannabis infused beverage additives, including liquids, crystalline powders and other formats. One of our key product concepts is individually dosed and packaged liquid beverage additives consumed in frozen/ice form. Focus group testing of this product has been incredibly powerful and has convinced management that a product targeting consumers both familiar with and new to cannabis is a high growth business segment that will support multiple quality product entries. Currently, there are no manufacturers, large or small, producing infused ice cubes in MA, USA, or Canada.

In Massachusetts, it is estimated that there are 1 million potential customers with a current base of medical cannabis users of 100,000. The growth of recreational consumers is expected to explode. The total MA cannabis industry is \$1B today. To seek the most profitable market segments in the target markets overall, the Business will focus on the following areas within the target market:

- Pre-Rolls
- Beverages and beverage enhancements (Ice Cubes, Powders & Crystals)
- Edibles (Baked goods, Mints, Chocolates)

Because Pre-Rolls are the cornerstone to good dispensary relations, we have carved out the high end and specialty products segment of the market to focus on quality offerings at premium prices. According to the Massachusetts Cannabis Control Commission's Open Data Platform, there were 114,000 pre-rolls sold during the week of 2/21/21 – 2/27/21. From these numbers we extrapolate an annual market for pre-rolls of not less than 6,000,000. This will grow at a rate of 20-30% per year, as the market absorbs illegal distribution. Our projections suggest a market share target of 3%-6% by 2026. Source: <https://opendata.mass-cannabis-control.com/stories/s/Sales-and-Product-Distribution/xwwk-y3zr>

Competition. Customer choice of services in this industry is based on safety, quality, price, brand, consistency, product category and availability. Primary competition for the pre-rolls is other manufacturers and dispensaries themselves. We will have to acquire the highest quality material to create unique products and combine these with innovative packaging and branding to secure shelf space. Our competition on the infused products and particularly infused beverages is other licensed Massachusetts manufacturers. The infused beverage industry is still growing and there is tremendous opportunity for an ancillary product like our powdered mixes and beverage enhancements to generate sales within dispensaries. The competition is limited to licensed MA cannabis product manufacturing businesses.

Marketing initiatives will include the following:

- Develop relationships with growers and dispensaries
- Create corporate and educational website
- Create partner portal for online dispensary ordering
- Create marketing materials for beverage and ancillary products
- Local outreach to Lowell community & collaborate with Lowell businesses
- Conduct hiring events for local residents
- Provide on-going cannabis training and education
- Advertise through press releases to industry publications and local newspapers
- Internet marketing
- Develop social media programs
- Issue press releases

IV. STRATEGY AND IMPLEMENTATION SUMMARY

Company Goals and Objectives. Launch a pre-roll and infusion focused business and expand our production capacity within one year. Establish relationships with dispensaries immediately by addressing a current need in the marketplace for competitively priced, high quality pre-rolls and leverage these relationships to introduce other Highdration products and secure shelf space for additional offerings. The Business will use the initial funding round to establish a pre-roll manufacturing capability enabling production of up to 30,000 per month/1,500 per day, complete product testing and packaging for the infused liquids and mixes and to finish build out of the industrial grade kitchen and production facility.

Penetration into nearby states with friendly marijuana laws (Maine, Vermont, New Jersey) also presents opportunities for expansion and licensing. Management has initiated the Maine Adult Use Marijuana Establishment License Application process and has strategic relationships in the state to pursue development of a production facility there.

V. FINANCIAL PLAN

The Funding Request in this Business Plan outlines the major start-up costs associated with this

brand. Funding will be put to use to carry the business to positive cash flow, expected by December, 2022. The MA Marijuana Manufacturing license will be secured by the end of 2021 and will allow the Business to begin selling its pre-rolls and infused products into dispensaries, establishing a diverse distribution channel. The following are anticipated fixed costs that will constitute the bulk of the year 1 (2021) and year 2 (2022) expenses as we drive towards positive cash flow:

- Equipment expense: \$200,000
- Wages/Salaries: \$440,000
- Legal/CFO: \$43,000
- Rent: \$40,000
- Utilities: \$23,000
- 2 YEAR TOTAL: \$746,000

In the first full year of operations (2022), Highdration will expand headcount from 2 to 5 full time employees, driving wages/salaries to become the highest single expense of the business at \$400,000. Other costs include manufacturing expenses associated with the production line for the infused products. Regular monthly expenses (estimated at \$50,000) include employee salaries and other regular business expenses.

The Business is expected to generate \$800,000 to \$1,700,000 (Conservative to Aggressive growth paths – see table below) in 2022, largely on the success of a profitable pre-roll business. Using this as a wedge into the dispensaries, we will introduce our other products as they come online.

VI. FINANCIAL FORECAST

Conservative/1 State	2021	2022	2023	2024	2025	2026
Sales	\$ -	\$ 942,500	\$ 2,757,083	\$ 4,698,633	\$ 8,232,467	\$ 11,942,667
COGS	\$ -	\$ 645,938	\$ 1,987,917	\$ 3,353,350	\$ 5,945,225	\$ 8,760,375
Licensing Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Profit	\$ -	\$ 296,563	\$ 769,167	\$ 1,345,283	\$ 2,287,242	\$ 3,182,292
Operating Exp	\$ 137,300	\$ 697,933	\$ 860,000	\$ 1,115,600	\$ 1,406,800	\$ 1,568,000
MA Producer tax/fee	\$ -	\$ 47,125	\$ 137,854	\$ 234,932	\$ 411,623	\$ 597,133
Net Income pre tax	\$ (137,300)	\$ (448,496)	\$ (228,688)	\$ (5,248)	\$ 468,818	\$ 1,017,158
Tax expense (20%)	\$ (27,460)	\$ (89,699)	\$ (45,738)	\$ (1,050)	\$ 93,764	\$ 203,432
Net Inc after taxes	\$ (109,840)	\$ (358,797)	\$ (182,950)	\$ (4,199)	\$ 375,055	\$ 813,727

Aggressive/2 State	2021	2022	2023	2024	2025	2026
Sales	\$ -	\$ 1,846,000	\$ 5,626,600	\$ 10,287,200	\$ 15,271,800	\$ 19,565,400
COGS	\$ -	\$ 1,234,000	\$ 3,701,700	\$ 6,756,400	\$ 10,039,600	\$ 12,876,800
Licensing Revenues	\$ -	\$ -	\$ 60,000	\$ 210,000	\$ 630,000	\$ 1,320,000
Gross Profit	\$ -	\$ 612,000	\$ 1,984,900	\$ 3,740,800	\$ 5,862,200	\$ 8,008,600
Operating Exp	\$ 424,800	\$ 1,173,767	\$ 1,466,667	\$ 2,194,167	\$ 2,576,667	\$ 2,988,333
MA/ME Producer tax/fee	\$ -	\$ 184,600	\$ 568,660	\$ 1,049,720	\$ 1,590,180	\$ 2,088,540
Net Income pre tax	\$ (424,800)	\$ (746,367)	\$ (50,427)	\$ 496,913	\$ 1,695,353	\$ 2,931,727
Tax expense (20%)	\$ (84,960)	\$ (149,273)	\$ (10,085)	\$ 99,383	\$ 339,071	\$ 586,345
Net Inc after taxes	\$ (339,840)	\$ (597,093)	\$ (40,341)	\$ 397,531	\$ 1,356,283	\$ 2,345,381

VI. BUSINESS RISKS

Business Risks include, but are not limited to, the following:

- We are not successful in obtaining the MA Marijuana Manufacturing license
- The Business is not able to secure reliable sources of material for its pre-roll product sales
- The Business is not able to build and sustain relationships with a plurality of dispensaries
- Larger, better-funded competitors enter the market before us with a better product & stronger relationships with dispensaries.
- Dispensaries consolidate and produce their own pre-rolls, cutting out third parties (not likely as MA laws are established to create a diverse, competitive marketplace)

SAFETY PLAN

Highdration, LLC (“Highdration” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following standard operating procedures for the safety plan of all marijuana and marijuana-infused products pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.101(1) in addition to 935 CMR 500.101(3)(c). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures including a safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. Highdration is committed to safely providing quality products.

Quality Control, Sanitation, Safety and Health Standards

Health, safety and sanitation are critical components of the manufactured cannabis products facility and all applicable laws and regulations must be strictly adhered to. General health, safety and sanitary standards will be discussed in this section.

A facility shall comply with state and county health, safety, and sanitation regulations prescribed in 105 CMR 590.000 and 935 CMR 500.101(1) and may be subject to inspection to affirm that no health or safety concerns are present which may contaminate the products.

State Regulations

The manufactured cannabis products facility will be in full compliance with all applicable state and local laws and regulations regarding health, safety and sanitation. It will be the responsibility of the manufactured cannabis products facility manager to insure the creation and implementation of policies for regulatory compliance.

General Standards

Manufactured cannabis

- The facility shall manufacture a full range of cannabis products including bubble hash, hash, oils and oil extracts, tinctures.
- The facility will establish and maintain a written policy and procedure that includes, but is not limited to:
 - Safe and appropriate use of manufacturing equipment;
 - Safe and appropriate storage of materials used to produce manufactured cannabis products;

Highdration LLC - Product Manufacturing

- Effective training and monitoring of employees and subcontractors who participate in the production of manufactured cannabis products;
- Adequate protocols for laboratory testing of manufactured cannabis products;
- Providing a description of the types, forms and shapes, colors, and flavors of Marijuana Products that Highdration intends to produce;
- A sample of any unique identifying mark that will appear on any product produced by Highdration as a branding device;
- A detailed description of Highdration's proposed plan for obtaining marijuana from a licensed marijuana establishment.
- Safe and appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale;

General Sanitary Requirements

In accordance with 935 CMR 500.105 (3), our marijuana production facility will take all reasonable measures and precautions to ensure the following:

- That any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis or cannabis-infused product shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected;
- That hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the licensed premises and/or in cannabis-infused product preparation areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- That all persons working in direct contact with preparation of cannabis or cannabis product shall conform to hygienic practices while on duty, including but not limited to:
 - Maintaining adequate personal cleanliness;
 - Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a cannabis concentrate or manufacture of a cannabis-infused product and at any other time when the hands may have become soiled or contaminated; and
 - Refraining from having direct contact with preparation of cannabis or manufactured cannabis product if the person has or may have an illness,

Highdration LLC - Product Manufacturing

open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.

- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste will be properly removed and the operating systems for waste disposal will be maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed, pursuant to 935 CMR 500.105(12).
- Floors, walls and ceilings will be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- There will be adequate safety lighting in all processing and storage areas, as well as, areas where equipment or utensils are cleaned.
- There will be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests.
- Buildings, fixtures and other facilities will be maintained in a sanitary condition.
- All toxic cleaning compounds, sanitizing agents, compounds, and solvents used in the protection against contamination of cannabis concentrates will be identified, and may not be held or stored in an area containing products used in the cultivation of marijuana. The Commission may require Highdration to demonstrate the intended and actual use of any toxic items found on the premises.
- All contact surfaces, including utensils and equipment used for the preparation of cannabis or cannabis-infused product shall be cleaned and sanitized as frequently as necessary to protect against contamination. Equipment and utensils shall be designed and shall be of such material and workmanship as to be adequately cleanable, and shall be properly maintained.
- The water supply shall be sufficient for the necessary operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable and adequate supply of water to meet the facility's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained, to carry sufficient quantities of water to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross connections between the potable and waste water lines.
- Highdration will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Highdration LLC - Product Manufacturing

- All operations in the receiving, inspecting, transporting, segregating, preparing, producing, packaging and storing of cannabis and manufactured cannabis products shall be conducted in accordance with adequate sanitation principles.
- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- The storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- Cannabis that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Permitted facility centers shall immediately allow the Commission to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.
- A facility center that prepares manufactured cannabis products for sale or distribution at a dispensing organization shall be under the operational supervision of a certified food service sanitation manager.
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements under 21 CFR 1.908(c).

Per 935 CMR 500.130 Highdration will ensure that production of edibles will take place in compliance with the following:

(a) All Edibles shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and

(b) Any Marijuana Product that is made to resemble a typical food or Beverage product will be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.

(c) Highdration will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*, and to use additional best management practices as determined by the Commission in

Highdration LLC - Product Manufacturing

consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

(d) When selling or otherwise transferring marijuana to another Marijuana Establishment, Highdration will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

- i. Highdration will retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by Highdration in relation to the manufacturing of marijuana vaporizer devices and such records shall be made available to the Commission upon request.
- ii. Highdration will make objectively reasonable efforts to identify and maintain records of the names and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of marijuana vaporizer products manufactured by the Licensee. In addition, Highdration will, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained.
- iii. A copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a marijuana vaporizer device during the production will be retained by Highdration and provided as a part of a wholesale transaction with any Marijuana Retailer or Marijuana Treatment Center.
- iv. If Highdration wholesales marijuana vaporizer devices to a Marijuana Retailer or Marijuana Treatment Center will provide the recipient with the informational insert required by 935 CMR 500.105(5)(c) or the necessary information to produce such an insert and the appropriate labeling information required by the regulations.

Product Recall Plan

If the facility's cannabis or manufactured cannabis product proves to be non-conforming upon retest the facility will initiate a recall in accordance with the guidelines put forth by the CPSC. Manufacturers, importers, distributors and retailers of consumer goods are liable for the products they provide to consumers and face the potential of product recalls for potentially dangerous or hazardous products. The same is true for Highdration as a

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manufacturer and/or retailer of consumer cannabis products. As a result, the company may need to conduct a product recall in the future. For consumer products, the recall process is regulated by the CPSC, for all intents and purposes the Highdration recall plan will follow the guidelines of the CPSC.

Firms often learn of potential product safety problems at an early stage. For this reason, companies involved in the manufacture, importation, distribution, or sale of consumer products should develop a system for maintaining and reviewing information about their products that might suggest that their product has a defect or poses an unreasonable risk. Such information includes, but is not limited to, consumer complaints, reports of production problems, product testing, or other critical analyses of products.

Experts have shown that one of the best ways to ensure that a product recall is effective is to have a recall plan already in place and to execute the plan as quickly as possible. A well- thought out, well-executed recall plan can save lives and prevent injuries in addition to limiting damage to our company's brand and bottom line.

The CPSC has compiled resources to assist companies that manufacture, import, distribute, retail, or otherwise sell consumer products. The CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a "*corrective action plan*" (called a CAP) to address the hazards; it explains the CPSC's Fast Track Program.

The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by Highdration if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission. The Recall Handbook can be obtained online from <http://www.cpsc.gov/PageFiles/106141/8002.pdf>. Highdration will carefully review the Recall Handbook in order to: become familiar with their reporting requirements under sections 15(b) and 37 of the Consumer Product Safety Act, and Section 102 of the Child Safety Protection Act, Pub. L. 103-267; help learn how to recognize potentially hazardous consumer products as soon as possible; and develop and implement "*corrective action plans*" that address the hazards if we discover we have manufactured, imported, distributed, or retailed such products.

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Product Database and Catalogue

Pursuant to 935 CMR 500.130(5)(h) and 935 CMR 500.130(6), Highdration will adopt policies and procedures that will establish a catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue will include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile.

In addition, Highdration, will provide the following information about the finished marijuana products it intends to produce and make available at wholesale to a Marijuana Retailer prior to commencement of operations, after Highdration has received a provisional license but prior to receiving a certificate to commence operations. The following information may be used by the Commission for its product database:

- a. Highdration will provide the following to the Commission:
 - i. Marijuana product type;
 - ii. Marijuana product brand name;
 - iii. List of direct ingredients;
 - iv. List of indirect ingredients;
 - v. Serving size, including a description of what constitutes a serving size for product that is not already a single serving;
 - vi. Potency;
 - vii. A photograph of a finished marijuana product outside of but next to the marijuana product's packaging, including any external or internal packaging, provided that where single servings of a multi-serving product are unable to be easily identified because of its form, then a description of what constitutes a single serving will be provided, and where an Edible cannot be stamped due to size or coating, then a photograph of the Edible outside of but next to its external and internal packaging such as the wrapper, and labeling information for the Edible;
 - viii. A photograph of the marijuana product inside the packaging; and
 - ix. A list of marijuana products to be sold based on anticipated or executed agreements between Highdration and Marijuana Retailer.

Highdration will submit photographs in an electronic file in a JPEG format with a minimum photo resolution of 640 x 480 and print resolution of 300 DPI. Photographs will be taken against a white background.

Highdration will provide information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed Marijuana Retailer or Marijuana Treatment Center and will update the information whenever a substantial change to the product information occurs. Substantial changes, including the changes to the foregoing information listed in (a)(i-ix), will be submitted to the Commission for inclusion in the product database prior to the transfer of marijuana products.

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Recall Regulations

Highdration shall establish, maintain and comply with the written policies and procedures contained in 935 CMR 500.105(1), and will maintain written policies and procedures for the production or distribution of marijuana products, We will include in our written policies and procedures a process for the following:

- Methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, shall comply with 935 CMR 500.105(8).
- Policies and procedures for handling mandatory and voluntary recalls of marijuana products. The procedure shall be adequate to deal with:
 - Recalls due to any action initiated at the request of the Commission, and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, as well as any action undertaken to promote health and safety.; and
- Highdration will adopt policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana or marijuana products are segregated from other marijuana and destroyed. Such procedures will include written documentation of the disposition of the marijuana or marijuana products. The policies and procedures, at a minimum will comply with 935 CMR 500.105(12).

Recall

Highdration will establish the following policy for communicating a recall notice for marijuana, marijuana-infused products or a marijuana products that have been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Highdration's policy will include:

1. Highdration will establish a mechanism to contact all customers who have, or likely have, obtained the product from the facility. The communication will include the following information on the policy for return of the recalled product:
 - i. Highdration will provide a notice to all customers that are suspected of having purchased the marijuana or marijuana products, and Highdration will provide additional outreach as necessary and appropriate to inform consumers of the recall.
 - ii. Highdration will inform the Commission within 24 hours.

Any recalled cannabis product will be disposed of in accordance with waste disposal procedures.

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When to Recall Cannabis Products

As a manufacturer, distributor, and/or retailer of consumer products, Highdration has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

1. A defective product that could create a substantial risk of injury to consumers; and
2. A product that creates an unreasonable risk of serious injury or death.

How to Recall Cannabis Products

Highdration will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, Highdration will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

- **Corrective Action Plan (CAP)**

A corrective action plan is defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as is possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps Highdration needs to take once a product recall is required.

- **Step One: Industry Notification**

If cannabis or manufactured cannabis products are believed to need to be recalled, Highdration will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. Highdration will also contact the Commission within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; cannabis consumers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

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- Step Two: Public Notification

Facility center will post notifications about the product recall on its website as well as making partnering facility centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the facility center.

As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. Highdration will post notification about the recall on Highdration websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and cannabis consumers, Highdration will wait to receive recalled products from dispensing organizations. Once recalled products have been received, Highdration will properly dispose of all recalled products.

- Step Three: Procurement

The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers.

Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

- Step Four: Documentation and Record Retention

Highdration will maintain all documentation and records regarding any and all product recalls issued.

- Step Five: Disposal

Highdration will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. Highdration will follow waste

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destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

Emergency Protocol

Highdration will establish emergency procedures and protocols to be implemented organization wide. Employees of the organization will be fully trained on emergency protocols. Emergency protocols will be developed for robbery or theft, fire emergency, chemical spill and for other emergencies as needed.

- Pursuant to 935 CMR 500.130(5)(i), Highdration will adopt and incorporate policies and procedures for ensuring safety in all processing activities and the related uses of extraction equipment in compliance with the standards set forth in 527 CMR 1.00.
- Notwithstanding a stricter municipal or state regulation, Highdration will identify the method of extraction on a physical posting at all entrances of the marijuana establishment. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Highdration will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible materials at each place of operation within the facility.

Robbery or Theft

- If being robbed at gunpoint or if you feel your life is in danger, comply with all requests from the perpetrator. Give them whatever they ask for.
- Try to signal for help through security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact police as soon as possible.
- Notify any required state or local authorities.
- If any marijuana is stolen, we will secure, inventory, and document all remaining product.

Fire Emergency

- If a fire is small and isolated, try to exhaust the fire with one of the fire extinguishers
- In case of a fire emergency, dial 911 for Fire Department or push the symbol on the alarm panel for fire emergency.

Chemical Spill

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- Try to use the chemical spill kit for smaller incidents of chemical spill.
- If the chemical spill is large or you do not know how to handle the situation, get the facility manager to handle the situation.

Other Emergencies

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries

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RESTRICTING ACCESS TO AGE 21 OR OLDER

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

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

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

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

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

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

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QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Highdration, LLC (“Highdration” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana, Marijuana Products, and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Pursuant to 935 CMR 500.130(4)(a), Highdration shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Product Manufacturer in relation to the manufacturing of Marijuana Vaporizer Devices and such records shall be made available to the Commission on request. Highdration will make objectively reasonable efforts to identify and maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, Highdration will, on request by the Commission, identify the materials used in the device’s atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained in accordance with 935 CMR 500.130(4)(b). In addition, a copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production will be retained by Highdration and provided as a part of a wholesale transaction with any Marijuana Retailer or MTC, and will provide the recipient with the information insert as established in 935 CMR 500.130(4)(c).

Highdration shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Highdration for at least one year in accordance with 935 CMR 500.160(5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Highdration by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Highdration shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Highdration’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Highdration staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Highdration will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Highdration’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within

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the Commonwealth of Massachusetts. All Highdration staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.130(9), Highdration will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Highdration staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Highdration staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a "Quality Control Sample." All quality control samples will have a label affixed to them in accordance with 935 CMR 500.130(9)(e). Upon providing a quality control sample to Highdration staff, Highdration will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Highdration staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of product manufacturing will take place in a limited access area. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9). In accordance with 935 CMR 500.105(3)(a), Highdration will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food -grade stainless steel tables; and
5. Packaged in a secure area

Highdration management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

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

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, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

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

Highdration will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All testing results will be maintained by Highdration for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Highdration shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

Highdration shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

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PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Highdration, LLC (“Highdration” or “the Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Highdration shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Highdration is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in .

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

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

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana

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Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)

(n) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(o) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

(p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(q) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(r) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby Highdration:

1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

In accordance with 935 CMR 500.105(2), all of Highdration's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor". Once a marijuana establishment is designated a Responsible Vendor, all of Highdration's agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight (8) hours by Highdration's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Highdration shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall

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include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws.

All employees of Highdration will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Highdration and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by Highdration. Basic on-the-job training Highdration provides in the ordinary course of business may be counted toward the eight-hour total training requirement.
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. Highdration shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Highdration shall make such records available for inspection on request.

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, Highdration's personnel records will be available for inspection by the Commission, upon request. Highdration's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Highdration personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Highdration's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Highdration and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for

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Highdration agents required under 935 CMR 105(2).

3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy.
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

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

Highdration understands that in the event that Highdration were to close, all records will be kept for at least two years at the expense of Highdration and in a form and location acceptable to the commission.

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RECORD KEEPING PROCEDURES

Highdration, LLC (“Highdration” or “the Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Highdration shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Highdration, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Highdration shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

BUSINESS RECORDS

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. sales records; and
5. Salary and wages paid to each employee.

VISITOR LOG

Highdration will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

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REAL-TIME INVENTORY RECORDS

Highdration will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and 935 CMR 500.105(8)(d). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Highdration will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Highdration will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Highdration will maintain records of all manifests.

INCIDENT REPORTS

Highdration will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Highdration shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Highdration shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

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TRANSPORTATION LOGS

In the event that Highdration operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Highdration shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Highdration will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Highdration's security system, Highdration will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Highdration will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Highdration's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

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MAINTAINING OF FINANCIAL RECORDS

Highdration, LLC (“Highdration” or “the Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and 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 non-profit corporation.

Furthermore, Highdration will implement the following policies for Recording Sales:

- (a) Highdration will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Highdration may also utilize a sales recording module approved by the DOR.
- (c) Highdration will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Highdration will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Highdration will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Highdration determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Highdration will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Highdration will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Highdration will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Highdration, all records will be kept for at least two years, at Highdration’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Highdration shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.130.

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QUALIFICATIONS AND TRAINING

Highdration, LLC (“Highdration” or “the Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the job function at Highdration. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Highdration. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Highdration involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will successfully complete Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a-c), a marijuana establishment agent at Highdration will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete this program within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advance Core Curriculum if Highdration deems appropriate. Administrative employees at Highdration, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Highdration will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Highdration maintains its designation as a Responsible Vendor.

Highdration shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Highdration’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Highdration employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Highdration shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents’ files. Highdration shall retain all training records for at least four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Energy Compliance Plan

Highdration LLC (“Highdration” or the “Company”) will work with our architect and engineer to identify and as many energy saving strategies as possible. In addition, Highdration will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Highdration will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Highdration acknowledges that if a Provisional License is issued, Highdration, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Highdration will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Highdration will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

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As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Highdration to optimize its energy usage.

Highdration is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

Highdration will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Highdration will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

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DIVERSITY PLAN

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

Town Specific Data - According to 2010 Census information, the Town of Lowell, has approximately 111,306 people. 50% of the population is Female and 50% are Male. Of the total population 72.4% are 21 years or older. The population is 61% White, 18.1% Hispanic, 23% Asian alone, and 8% Black alone.

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

Goal #1:

Achieve the following percentages for hiring goals:

- At least 30% of our staffing needs from women
- At least 20% of our staffing needs from people of color
- At least 10% of our staffing needs from Veterans
- At least 10% of our staffing needs from persons with disabilities
- At least 10% of our staffing needs from LGBTQ+ people

Programs to Achieve Diversity Goal #1:

Increase diversity of the make-up of our staff by actively seeking out people in the aforementioned groups, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate. Highdration intends to advertise in The Lowell Sun and *Professional Diversity Network, Diversity Jobs, Beyond.com.*

- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements for Goal #1:

Quantitative Metrics #1: We will strive to achieve at least the percentages listed above for our staffing needs from the following groups: people of color, Veterans, Disabled, LGBTQ+ and/or Women.

- Highdration will perform an annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Highdration’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow Highdration to adjust our programs in the event that our goals are not being achieved.
- The personnel files shall be evaluated on a semi-annual basis to determine how many employees are people of color, Veterans, Disabled, LGBTQ+ and/or Women that occupy positions within the company and that number shall be divided by Highdration’s total staffing at its facility to determine the percentage achieved.

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Goal #2:

Provide on-site interactive workshops, at least once a year, at Highdration's Establishment at a date and time determined by Highdration management. These workshops will be for Highdration employees. These workshops will cover topics including the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

Program to Achieve Diversity Goal #2:

Highdration will host interactive workshops covering topics such as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere. Highdration will host these workshops at Highdration's facility. These workshops will be open to employees of Highdration.

Measurements for Goal #2:

Quantitative Metrics #2: We will track how many workshops are held by Highdration per year and how many employees attended the workshop. All employees will be required to attend at least one workshop per year of service at the Establishment.

Is our goal objectively reasonable?

Highdration's goal of hiring individuals from the groups listed above at the percentages listed above at our Establishment is objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com*.

Highdration acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Highdration 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.

Highdration acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.