



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR284668  
Original Issued Date: 03/13/2023  
Issued Date: 03/13/2023  
Expiration Date: 03/13/2024

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Himalayan High

Phone Number: 774-265-5158 Email Address: awilkinson100@gmail.com

Business Address 1: 2727 Jacobs Ladder Road Business Address 2:

Business City: Becket Business State: MA Business Zip Code: 01223

Mailing Address 1: 215A Chaplin Rd. Mailing Address 2:

Mailing City: Eastford Mailing State: CT Mailing Zip Code: 06242

## 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: 15 Percentage Of Control: 15

Role: Owner / Partner Other Role:

First Name: Andrew Last Name: Wilkinson Suffix:

Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Some Other Race or Ethnicity  
Specify Race or Ethnicity: Eastford

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 15 Percentage Of Control: 15  
Role: Owner / Partner Other Role:  
First Name: Mike Last Name: Goodenough Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 15 Percentage Of Control: 15  
Role: Owner / Partner Other Role:  
First Name: Jason Last Name: Soares Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Some Other Race or Ethnicity  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 15 Percentage Of Control: 15  
Role: Owner / Partner Other Role:  
First Name: Gokul Last Name: Shah Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2727 Jacobs Ladder Rd  
Establishment Address 2:  
Establishment City: Becket Establishment Zip Code: 01223

Date generated: 07/05/2023

Approximate square footage of the establishment: 2400

How many abutters does this property have?: 13

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HH Host Com Agreement small.pdf	pdf	6290f135eb816b00086a5245	05/27/2022
Community Outreach Meeting Documentation	HH COM_Attestation.signed.pdf	pdf	62b5fcb0f750650008b65960	06/24/2022
Plan to Remain Compliant with Local Zoning	HH Special Permit.pdf	pdf	62b5fd40f750650008b65a42	06/24/2022
Community Outreach Meeting Documentation	Attachement B HH Community host letter.pdf	pdf	6334648776c6660008127dfc	09/28/2022
Community Outreach Meeting Documentation	Attachment A Newspaper.pdf	pdf	6334697a76c6660008129454	09/28/2022
Plan to Remain Compliant with Local Zoning	Local Zoning Binder.pdf	pdf	63348cb776c666000812fdd1	09/28/2022
Certification of Host Community Agreement	HH HCA CCC Form.pdf	pdf	633f0d222bb69400085fd37d	10/06/2022
Community Outreach Meeting Documentation	Attachment C abutter mailing receipts RFI3.pdf	pdf	6377c4ba52253500082aa171	11/18/2022

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	PPI RFI8.pdf	pdf	63b848a0a0fd020008f2f2fe	01/06/2023

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Andrew

Last Name: Wilkinson Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Mike

Last Name: Goodenough Suffix:

RMD Association: Not associated with an RMD

Date generated: 07/05/2023

Page: 3 of 6

Background Question: no

#### Individual Background Information 3

Role: Owner / Partner      Other Role:  
First Name: Jason      Last Name: Soares    Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 4

Role: Owner / Partner      Other Role:  
First Name: Gokul      Last Name: Shah    Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Himalayan High Operating Agreement Completed.pdf	pdf	63348f2d2bb6940008566722	09/28/2022
Secretary of Commonwealth - Certificate of Good Standing	HH Cert of Good Standing Commonwealth.pdf	pdf	63348ff92bb69400085668b5	09/28/2022
Department of Unemployment Assistance - Certificate of Good standing	HH Cert of good standing UA.pdf	pdf	6334905a2bb694000856694f	09/28/2022
Department of Revenue - Certificate of Good standing	HH MA DOR Cert of Good Standing.pdf	pdf	6335c5002bb694000857adae	09/29/2022
Articles of Organization	Articles of Organization RF13.pdf	pdf	637ce27ea0fd020008c2cf78	11/22/2022

No documents uploaded

Massachusetts Business Identification Number: 001566579

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Himalayan High Buisness Plan .pdf	pdf	633493e12bb6940008567316	09/28/2022
Proposed Timeline	HH Timeline RF13.pdf	pdf	637ce36fa0fd020008c2d204	11/22/2022
Plan for Liability Insurance	HH Liblity insurance RF14.pdf	pdf	63876ffa5225350008369bcb	11/30/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
-------------------	---------------	------	----	--------

					Date
Restricting Access to age 21 and older	HH Restricted Access 21.final.pdf	pdf	629e57a43bea2b0008d42fe7		06/06/2022
Quality control and testing	HH QC _ Testing.pdf	pdf	629e5817eb816b000873b875		06/06/2022
Record Keeping procedures	HH Recordkeeping.final.pdf	pdf	629e58ceeb816b000873bafd		06/06/2022
Prevention of diversion	HH Prevention of Diversion.pdf	pdf	629e58d83bea2b0008d435af		06/06/2022
Security plan	HH Security Overlays.pdf	pdf	62b5f15af750650008b63d9d		06/24/2022
Diversity plan	HH Diversity plan.pdf	pdf	62bdf076f750650008bd99e6		06/30/2022
Plan for obtaining marijuana or marijuana products	HH Plan for obtaining Cannabis.pdf	pdf	62bdf09df750650008bd9a5e		06/30/2022
Storage of marijuana	HH SOP Storage of Marijuana.pdf	pdf	62bdf0cdf750650008bd9ae1		06/30/2022
Security plan	HH Security Plan final.pdf	pdf	6334955476c6660008131897		09/28/2022
Transportation of marijuana	HH Secure Transportation of Cannabis.pdf	pdf	6334987c76c6660008132113		09/28/2022
Dispensing procedures	HH Dispensing Procedures.pdf	pdf	6335bb012bb694000857910e		09/29/2022
Inventory procedures	HH Inventory .pdf	pdf	6335cd7e2bb694000857c77d		09/29/2022
Maintaining of financial records	HH Financial Records Plan.pdf	pdf	6335d49976c6660008147490		09/29/2022
Energy Compliance Plan	Energy efficiency and Conservation Procedures.pdf	pdf	6335dc8476c6660008148b29		09/29/2022
Qualifications and training	HH Education SOP RFI3.pdf	pdf	637cebd1a0fd020008c2e722		11/22/2022
Personnel policies including background checks	HH Personnel Policy final RFI3.pdf	pdf	637cebe8a0fd020008c2e752		11/22/2022
Diversity plan	HIMALAYAN HIGH Diversity Plan RFI7.pdf	pdf	63a076ab52253500084c790d		12/19/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:30 AM	Monday To: 8:00 PM
Tuesday From: 8:30 AM	Tuesday To: 8:00 PM
Wednesday From: 8:30 AM	Wednesday To: 8:00 PM
Thursday From: 8:30 AM	Thursday To: 8:00 PM
Friday From: 8:30 AM	Friday To: 8:00 PM
Saturday From: 8:30 AM	Saturday To: 8:00 PM
Sunday From: 8:30 AM	Sunday To: 8:00 PM

## AMENDMENT TO HOST COMMUNITY AGREEMENT

This Amendment to Host Community Agreement (the "Amendment") is entered into this 4<sup>th</sup> day of May, 2022 by and between the Town of Becket, a municipal corporation duly organized under the laws of the Commonwealth with a principal office of 557 Main Street, Becket, Massachusetts, acting through its Select Board (the "Town"), FFD Enterprises MA, Inc., a Massachusetts corporation with a principal office address 40 Woodland Street, Hartford, CT ("FFD") and Himalayan High LLC, a Massachusetts corporation with a principal office address of 2727 Jacobs Ladder Road, Becket, MA ("Himalayan"), (collectively, the Town, FFD and Himalayan, the "Parties").

### RECITALS

WHEREAS, the Town and Ipswich Pharmaceutical Associates, Inc. ("Ipswich") entered into a Host Community Agreement, dated June 20, 2018 (the "HCA"), with respect to Ipswich's proposal to locate a Registered Marijuana Dispensary (the "RMD") and Retail Marijuana Establishment (the "RME") at the property known 2727 Jacobs Ladder Road, Becket, Massachusetts, as more particularly described in the HCA;

WHEREAS, on about August 7, 2019, Ipswich under a change in corporate ownership and name and became FFD;

WHEREAS, on or about July 1, 2020, the Town conditionally consented to the change in ownership and transfer of the HCA from Ipswich to FFD;

WHEREAS, FFD now desires to assign and transfer the HCA to Himalayan (the "Assignment");

WHEREAS, the Town is amenable to the assignment and transfer to the Company, upon the CCC's approval;

WHEREAS, Himalayan anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Himalayan intends to provide certain benefits to the Town in the event that it receives the of the requisite license from the CCC or such other state licensing or monitoring authority, as the case may be, to operate the RME and/or RMD and receives all required local permits and approvals from the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. All references to, as well as responsibilities and obligations of FFD in the HCA shall hereinafter be transferred and assigned to apply to the Himalayan.
3. All references to the "Company" in the HCA shall refer to Himalayan.
4. The following new paragraphs shall be added to Section 2 of the HCA:
  - d. **Late Payments.** The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date that they are due, the Company shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by G.L. 59, §57.
  - e. **No Off-Set Payments.** If the Town receives additional payments from the Company, or from the Department of Revenue ("DOR") or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.
  - f. **Local Retail Sales Excise Tax.** The Parties acknowledge that the Town has imposed a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailers operating within the Town, pursuant to the provisions of G.L. c. 64N. Accordingly, the Company, as required by applicable law, shall remit to the DOR the excise tax rate determined by the Commonwealth of Massachusetts for the sale of adult-use marijuana and adult-use marijuana-infused products, currently at 3.0% of gross annual sales. Pursuant to G.L. c. 64N, §3, the excise taxes received by the DOR "shall at least quarterly be distributed, credited and paid [to the Town] by the state treasurer." Nothing herein shall limit the ability of the Town to adjust the local sales tax in the future, should the law be amended to allow for an increase in such allowable sales tax.
5. Section 4 of the HCA shall be stricken in its entirety and replaced with following new Section 4:
  4. **Term and Termination.** Except as expressly provided herein, this Agreement shall take effect on the Effective Date, and shall be applicable for as long as the Company operates the Establishment in Town.

In the event the Company has not secured a final license from the Cannabis Control Commission and all necessary local permits from the Town and commenced operations at the RME or RMD within eighteen (18) months from the date of execution of this Agreement, this Agreement shall expire at the discretion of the

Town, and the Company shall be required to negotiate a new Host Community Agreement in order to operate the RME and/or RMD within the Town. The Town, in its discretion, may agree to an extension of the eighteen (18) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the RME and/or RMD, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the RME and RMD.

6. The following new paragraph shall be added to Section 5 of the HCA:

Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize a fixed percentage of gross sales as specified in Paragraph 2 above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.

7. The following new paragraphs shall be added to Section 9 of the HCA:

- e. Lighting - The Company shall use lighting practices at the RME and RMD to reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.
- f. Traffic Mitigation - The Company agrees to cooperate with Town officials on traffic management, including, but not limited to the Town's Police Department, to ensure that sufficient traffic control measures are in place

at the RME and RMD to mitigate traffic impacts. The Company shall pay for all customary traffic control measures required by the Town and shall also, at its own expense, employ a police detail, if deemed necessary by the Town, to manage traffic at the RME and RMD. The Company further agrees to maintain sufficient spaces on site for employee parking. The Company shall also make arrangements for employee parking off street, and shall provide the Town with documentation regarding its employee parking plan.

- g. Odor Control Technology - The Company shall ensure that odor from the RME and RMD is not released so as to constitute a nuisance, in the opinion of the Town, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval. At a minimum, the Company agrees to contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. In addition, the Company shall employ odor control technology to remove odors and harmful volatile organic compounds from the RME and RMD. The Company shall also ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives five (5) or more complaints with respect to odor impacts in relation to the operation of the RME and RMD, the Company shall be required to meet with the Town which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to the satisfaction of the Town.

- h. Annual Inspections - The Company agrees that it will voluntarily submit to annual inspections by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement matters.
- i. Limitation on Use - The Company agrees that, even if authorized under CCC regulations, it shall not permit on-site social consumption at the RME and RMD absent prior written approval from the Town.
- j. Hours of Operation - The Company agrees that in no event shall the Establishment be open for business, nor shall any delivery, sale, transportation or distribution of marijuana occur at the RME and RMD outside the hours of 8:00 A.M. through 8:00 P.M. Monday through Sundays, unless further restricted by the Town.

- k. Emergency Contacts - The Company shall disclose to the Town the names and contact information for individuals that will be the emergency contacts for the RME and RMD prior to the commencement of operations. The Company shall immediately, within twenty-four (24) provide the Town with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the Town's Fire Department, the Company shall work with Town's Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and commencement of operations.

- 8. Section 15 of the HCA shall be amended by adding the following paragraph:

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

- 9. Section 17 of the HCA, entitled "Notices," shall be amended by replacing the notice requirements for any and all notices, consents, demands, requests, approvals or other communications required or permitted under the HCA to the Company and its counsel as follows:

Attn: Michael Goodenough  
15 budding ridge Southington CT 06489  
9178348468  
[Mike@sweetheal.com](mailto:Mike@sweetheal.com)  
[Michaelgoodenough@sbcglobal.net](mailto:Michaelgoodenough@sbcglobal.net)

Gokul Shah  
434 west middle Tpke. Manchester CT 06040 apt 122  
[Gokul.shah16@gmail.com](mailto:Gokul.shah16@gmail.com)  
9082942348

Glenn Frank  
Lawson & Weitzen, LLP  
88 Black Falcon Avenue  
Suite 345

Boston, MA 02210  
Tel. (774) 269-2564  
Fax: (617) 439-3987  
Email: [gfrank@lawson-weitzen.com](mailto:gfrank@lawson-weitzen.com)

10. The HCA shall be amended by added the following new Sections 18 through 20:
18. **Third Parties**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.
  19. **No Joint Venture**. The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.
  20. **Indemnification**. The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the RME and/or RMD. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.
11. Except as set forth in this Amendment, all other provisions of the HCA shall remain in full force and effect.
  12. FFD and the Himalayan agree and acknowledge that they shall each notify the Town within forty-eight (48) hours of the CCC's approval.
  13. This Amendment may be signed in any number of counterparts, each of which is an original, and all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing one or more counterparts.
  14. Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

15. Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.
16. Facsimile and electronic signatures affixed to this Amendment shall have the same weight and authority as an original signature.

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

TOWN OF BECKET,  
By and through its Select Board



Signature above

Name/Title Below  
William H. Elovirta, Chairperson  
Duly Authorized

Date: 5-4-2022

FFD Enterprises MA, Inc.,  
By:



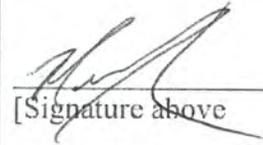
Signature above

Name/Title below  
Duly Authorized

Benjamin Zachs, CEO

Date: 5/9/2022

Himalayan High LLC,  
By:



[Signature above]

Name/Title below  
Duly Authorized

Michael Gadenough CEO

Date: 5/9/2022

# 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):
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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 120 fax (413) 623-6036  
[planning@townofbecket.org](mailto:planning@townofbecket.org)**

May 11, 2022

Himalayan High LLC  
Mr. Michael Goodenough, Manager  
2727 Jacobs Ladder Road  
Becket, MA 01223

RE: Special Permit Continuity

Dear Mr. Goodenough,

This letter relates to the special permit (the "Special Permit") granted by the Becket Planning Board to Ipswich Pharmaceutical Associates, Inc. filed with the City Clerk on January 22, 2019, to operate a marijuana dispensary (the "Use") at 2727 Jacob's Ladder Road, Becket (the "Property"). Sometime following the issuance of the Special Permit, Ipswich Pharmaceutical Associates, Inc. changed its name to FFD Enterprises, Inc. ("FFD").

The Planning Board has been informed that Himalayan High LLC ("Himalayan High") will be acquiring certain assets of FFD so that it may operate the Use at the Property (the "Acquisition"). We understand that the Board of Selectmen has approved the transfer of the existing Host Community Agreement between FFD and the Town for the Use (the "HCA") to Himalayan High. We further understand that Himalayan High is seeking the Planning Board's acknowledgement that the Special Permit can be exercised by Himalayan High and deemed transferred to it upon the Acquisition without any further action by the Planning Board.

Section 6.8.5 of the Becket Zoning Bylaw states that "*a Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of an ME or Medical Marijuana Treatment Center or change in the location of the business.*" FFD has informed us it does not have a license from the Massachusetts Cannabis Control Commission, nor has it applied for a license. The Planning Board unequivocally concluded that because there is no license being transferred, the special permit is not rendered null and void upon the transfer of other assets and remains in full force and effect. Based on the transfer of the HCA, and because a license was never obtained, we effectively consider Himalayan High the "Applicant" upon the closing of the Acquisition thus authorizing the transfer of the rights under the Special Permit to Himalayan High.

Sincerely,



Robert T. Ronzio  
Chair, Planning Board  
Town of Becket

Cc

Benjamin Zachs, FFD Enterprises, Inc.  
Selectboard, Town of Becket  
Town Clerk, Town of Becket

## **NOTICE OF COMMUNITY OUTREACH MEETING HIMALAYAN HIGH LLC.**

Notice is hereby given that Himalayan High LLC will hold a Community Outreach Meeting on May 31, 2022 at 5PM to discuss the Adult Use Marijuana Establishment (ME) in the Town of Becket. The meeting will be held at the property.

Himalayan High LLC intends to apply for a license to operate for the following: Registered Marijuana Dispensary and Retail Marijuana Establishment located at 2727 Jacobs Ladder Rd. Becket, Massachusetts 01223 in accordance with M.G.L. c 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not limited to:

1. The Adult use Marijuana Establishment(ME) at 2727 Jacobs Ladder Rd.
2. Plans for maintaining a secure facility
3. Plans for positively impacting the community
4. Plans to prevent diversion to minors
5. Plans to ensure that the establishment will not constitute a nuisance

Interested members of the community are encouraged to ask questions and receive answers about the establishment and operations.

A copy of this notice has been published in the local newspaper twenty one (21) calendar days prior to the meeting and filed with the town clerk of the Town of Becket. This notice was also mailed at least fourteen (14) calendar days prior to the meeting to abutters of the address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Himalayan High LLC.

Mike Goodenough  
Mike@himalayanhighllc.com

**Public Notices**

The Petitioner requests that: **Susan M. Rahilly of Silver Lake WI** be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond in **unsupervised administration**

**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 05/23/2022. 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.

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

**WITNESS,**  
**Hon. Richard A Simons,**  
**First Justice of this Court.**

Date: April 22, 2022  
**Anthony P. Patella**  
**Register of Probate**  
James R. Loughman, Esq.,  
Donovan O'Connor & Dodig, LLP  
1330 Mass MoCA Way  
North Adams, MA 01247  
(413) 663-3200

Ad# 65124  
05/10/2022  
**COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT BERKSHIRE PROBATE AND FAMILY COURT 44 BANK ROW PITTSFIELD, MA 01201 DOCKET NO. BE22P0211GD CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L. c. 190B, §5-304**

In the matter of: **LINDA ARMSTRONG** of Pittsfield, MA, **R E S P O N D E N T**, All e g e d Incapacitated Person.

To the named Respondent and all other interested persons, a petition has been filed by **HILLCREST COMMONS NURSING FACILITY OF PITTSFIELD, MA** in the above captioned matters alleging that **LINDA ARMSTRONG** is in need of a Guardian and requesting that (or some other suitable person) be appointed as Guardian to serve **WITHOUT SURETY** on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for a certain specific authority.

**YOU HAVE THE RIGHT TO OBJECT TO THIS PROCEEDING.**

If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 06/02/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petitions. If you fail to file the written appearance by the return date, action may be taken in these matters without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**

The outcome of these proceedings may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

**WITNESS,** Hon. **RICHARD A. SIMONS,**  
First Justice of this Court.  
Date: May 05, 2022  
**Anthony P. Patella**  
Register of Probate

Ad# 65439  
05/10/2022

**COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT BERKSHIRE PROBATE AND FAMILY COURT 44 BANK ROW PITTSFIELD, MA 01201 DOCKET NO. BE22P0212PM CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, §5-304 & §5-405**

In the matter of: **LINDA ARMSTRONG** of PITTSFIELD, MA, **R E S P O N D E N T**, (Person to be Protected/Minor).

To the named Respondent and all other interested persons, a petition has been filed by **HILLCREST COMMONS NURSING FACILITY OF PITTSFIELD, MA** in the above captioned matters alleging that **LINDA ARMSTRONG** is in need of a Conservator or other protective order and requesting that (or some other suitable person) be appointed

**Public Notices**

as Conservator to serve **WITHOUT SURETY** on the bond.

The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed Conservator is appropriate. The petition is on file with this court.

**YOU HAVE THE RIGHT TO OBJECT TO THIS PROCEEDING.**

If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 06/02/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petitions. If you fail to file the written appearance by the return date, action may be taken in these matters without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**IMPORTANT NOTICE**

The outcome of these proceedings may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

**WITNESS,** Hon. **RICHARD A. SIMONS,**  
First Justice of this Court.  
Date: May 05, 2022  
**Anthony P. Patella**  
Register of Probate

Ad# 65440  
05/10/2022

**LEGAL NOTICE**

The Annual Public Housing Agency Plan of the Williamstown Housing Authority, as required under Section 511 of QHwRA of 1998, is available for inspection by the public at the Housing Authority office, located at 35 Adams Road, Williamstown. This plan will be submitted to the U.S. Department of Housing and Urban Development (HUD). Prior to this submission, a Public Hearing will be held on June 23, 2022 at 8:30 am. For further information, contact Tammy Andrews at 413-458-8282.

Judy Bombardier, Chairman

Ad# 65442  
05/10/2022

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **JENNIFER LYN MILLS** to **GREYLOCK FEDERAL CREDIT UNION**, dated May 9, 2016, and recorded on and May 9, 2016, with the Berkshire Northern District Registry of Deeds in Book 1593, Page 917, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 10:00 a.m. on the Second (2nd) day of June, 2022, at the mortgaged premises described below, to wit, 488 East Main Street, North Adams, Massachusetts, all and singular, the premises in said North Adams, Berkshire County, Massachusetts, described in said Mortgage, to wit:

North by said Main Street;

East by Kemp Avenue;

South by land now or formerly of C.L. Tower; and

West by land of Edward J. and Katherine G. Ashkar, and being the easterly portion of the premises described in deed under power in power-of-sale mortgage of Mary E. Underwood to the North Adams Savings Bank, dated January 31, 1936 and recorded in the Northern Berkshire Registry of Deeds in Book 332, Page 313.

Meaning and intending to convey and hereby expressly conveying, in mortgage, all and singular, the same premises conveyed to the Mortgagee here in by deed of Lance Latimer a/k/a Lance T. Latimer and Marcia Latimer dated May 9, 2016 and recorded in the Northern Berkshire District Registry of Deeds in Book 1593, Page 914.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

**TERMS OF SALE: FIVE THOUSAND DOLLARS (\$5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.**

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell

**Public Notices**

the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

**GREYLOCK FEDERAL CREDIT UNION,**  
Holder of Said Mortgage

Date: April 28, 2022

FROM THE OFFICES OF: **HASHIM & SPINOLA** Attorneys for the Mortgagee  
82 Wendell Avenue  
Pittsfield, MA01201  
(413) 499-1304

**AUCTIONEER:**  
**MARCELLA ASSOCIATES**  
LICENSE NO. 1687  
44 Lake Street  
Dalton, MA 01226

05/10/22, 05/17/22, 05/24/22

Ad# 65236  
05/10/2022, 05/17/2022  
05/24/2022

Notice is hereby given that a **Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 31st 2022 at 5PM.** The meeting will be attended in person at the proposed property, 2727 Jacobs Ladder Rd. Becket, MA 01223. There will be no web conferencing. The proposed Adult Use Recreational Marijuana Retail Dispensary is anticipated to be located at 2727 Jacobs Ladder Rd. Becket, MA 01223.

There will be an opportunity to ask questions at the end of the meeting. All interested parties are welcome to attend. Any questions, please contact Mike@himalayanhighllc.com

Ad# 65441  
05/10/2022

**NOTICE OF INITIAL SITE INVESTIGATION AND TIER II CLASSIFICATION**

**Former Gas/Repair Station**  
**26 Commercial Street,**  
**Adams, Massachusetts**  
**MassDEP RTN 1-21307**

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. As a result of this investigation, the site has been classified as Tier II pursuant to 310 CMR 40.0500. **On or about May 6, 2022, the Town of Adams** filed a Tier II Classification Submittal with the Massachusetts Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Donna Cesan, Town of Adams, 8 Park Street, Adams, Massachusetts, (413) 743-8300.

The Tier II Classification Submittal and the disposal site file can be reviewed on the MassDEP's website at <https://eeonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtm=1-0021307>

Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.

Ad# 65379  
05/10/2022

**PUBLIC HEARING ADAMS PLANNING BOARD**

In accordance with the Adams Zoning Bylaws and requirements of MGL c. 40A, the following public hearing will be conducted at the Town Hall, Mahogany Room, 1st floor, 8 Park Street, Adams, MA on **Monday, MAY 16, 2022 at 7:00 P.M.**

Join Zoom Meeting by Video <https://us06web.zoom.us/j/83054965720?pwd=SVJURXNNA0NSA5VWtMbnRlZWZlZnFmUT09>  
Meeting ID: 830 5496 5720  
Passcode: 865640  
Join Zoom Meeting by Phone +19294362866 (New York)  
Meeting ID: 830 5496 5720  
Passcode: 865640  
Find your local number: <https://us06web.zoom.us/j/kbMy20ZuS1>

Application of SBA Towers II LLC for property located at 56 Wilbur Lane (Map 220 Parcel 8) requesting a Special Permit under §125-4 and §125-20 of the Adams Zoning bylaw to allow replacement of three (3) antennas and associated equipment at an existing SBA cell tower site.

Application of SBA Towers II LLC for property located at 56 Wilbur Lane (Map 220 Parcel 8) requesting a Special Permit under §125-4 and §125-20 of the Adams Zoning bylaw to allow replacement of six (6) antennas associated equipment at an existing SBA cell tower site.

Application of SBA Towers II LLC for property located at 161 A Spring Road (Map 231 Parcel 1) requesting a Special Permit under §125-4 and §125-20 of the Adams Zoning bylaw to allow installation of three (3) antennas and associated equipment at an existing SBA cell tower site.

David Rhinemiller, Chairman  
Ad# 65263  
05/03/2022, 05/10/2022

**Public Notices**

**Town of New Marlborough Conservation Commission Public Hearing**

The Conservation Commission of the Town of New Marlborough will hold a public hearing on May 19, 2022 at 5 PM via zoom/conference call under the provisions of the Wetlands Protection Act, Chapter 131, and Section 40 to consider a Request for Determination of Applicability:

Daniel Alden  
PO Box 132  
Mill River, MA 01244

For the property located at: 260 Hartsville Mill River Rd New Marlborough, MA 01230

Assessors Map 407, Lot 98 Removal of declining tree and related site work.  
Freddy Friedman, Co-Chair  
Conservation Commission

Ad# 65389  
05/10/2022

**Town of New Marlborough Conservation Commission Public Hearing**

The Conservation Commission of the Town of New Marlborough will hold a public hearing on May 19, 2022 at 5 PM via zoom/conference call under the provisions of the Wetlands Protection Act, Chapter 131, and Section 40 to consider a Request for Determination of Applicability:

Jean Marc Gagnon  
118 Rockingham Road  
Londonderry, NH 03053

For the property located at: 251 Hartsville Mill River Rd New Marlborough, MA 01230

Assessors Map 408, Lot 79 Removal of declining/dead trees and related site work.  
Freddy Friedman, Co-Chair  
Conservation Commission

Ad# 65387  
05/10/2022

**Town of Sheffield Notice of Public Hearing**

The Sheffield Conservation Commission will hold a Public Hearing on May 23, 2022 at 7:00 p.m., 1st floor meeting room, Town Hall, 21 Depot Square, regarding a Notice of Intent Application, filed by Lee Perlman for property on 689 Home Rd. in Sheffield, in accordance with the provisions of M.G.L. Chapter 131, sec. 40. The proposed project: Aquatic Management Program at the Perlman Residence.

Donald Ward, III, Chairman

Ad# 65430  
05/10/2022

**Town of Sheffield Notice of Public Hearing**

The Sheffield Conservation Commission will hold a Public Hearing on May 23, 2022 at 7:00 p.m., 1st floor meeting room, Town Hall, 21 Depot Square, regarding a Notice of Intent Application, filed by James McNamara for property on 1085 Berkshire School Rd. in Sheffield, in accordance with the provisions of M.G.L. Chapter 131, sec. 40. The proposed project: Aquatic Plant Management Program for Fawn Lake.

Donald Ward, III, Chairman

Ad# 65428  
05/10/2022

**Town of Peru Conservation Commission Notice of Meeting**

Peru Conservation Commission will hold a Public Hearing for a Notice of Intent for proposed structure replacement project along existing Right of Way (Lines 1231 & 1242) at 3 East Main Road Peru, MA on **May 17, 2022 at 4PM** at Town Hall Meeting Room. Applicant is Eversource Energy Service Company.

The meeting is being held in accordance with M.G.L. Chapter 131 Section 40 of the Wetlands Protection Act.

Ad# 65400  
05/10/2022

**Trial Court of Massachusetts The Superior Court BERKSHIRE SUPERIOR COURT Silvio O. Conte Courthouse 76 East Street Pittsfield, MA 01201**

**ORDER OF NOTICE BY PUBLICATION**

**DOCKET NUMBER 2276CV00068**

THE PITTSFIELD COOPERATIVE BANK

Plaintiff

v.

MELANIE A. DESMARAIS

Defendant

TO: Melanie A. Desmarais, all in said Commonwealth; and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. §501 et. seq.: THE PITTSFIELD COOPERATIVE BANK, 70 South Street, Pittsfield, MA 01201, claiming to have an interest in a Mortgage covering real property in 115 Bradley Street, North Adams, Massachusetts 01247, given by Melanie A. Desmarais to The Pittsfield Cooperative Bank dated 1/14/2011, and recorded in Berkshire County District Registry of Deeds, in Book 1434, Page 976 has/have filed with this court a Complaint for determination of Defendant's/Defendants' Servicemember status.

If you now are, or recently have been in active military service of the United States of America, then you may be entitled to the benefits of

**Public Notices**

the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Pittsfield, Massachusetts on or before 6/20/2022 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, Heidi E. Brieger, Esquire, Chief Justice of the Superior Court, at Pittsfield, Massachusetts, this 26th day of April, 2022.

A True Copy

Attest:

Deborah S. Capeless  
Clerk of Courts

Ad# 65413  
05/10/2022

**Apartment Rentals**

**★ NEW AD TODAY ★**

**2 BDRM.** \$850/month. Appliances, no utilities, No pets. **413-442-9724**

**ALL RENTALS**

**www.rhabc.com** by the **Rental Housing Association of Berkshire County**

**Furnished Apartments**

**PITTSFIELD.** Furnished 1 BR apt. and rooms for rent. Pay daily, weekly & monthly. Everything included. 407-793-2928.

**★ NEW AD TODAY ★**

**Retired psychologist looking to rent** in Lennox Heights. Preferably for 1 month in July. Time frame is flexible. 212-427-2035.

**WANTED TO RENT:**

1 bedroom apartment or small house. Dalton, Pittsfield, Lenox. Need to rent for July 1. Please call 413-344-5629

**Help Wanted**

**★ NEW AD TODAY ★**

**DOCK ASSISTANT**  
The Berkshire Eagle is seeking a part-time Dock Assistant for our Production/Distribution Department. This is approximately 25 hours per week, Monday through Friday, with a start time of 11 pm. This position involves handling of paper bundles and working with our delivery contractors. A drug screen and COVID vaccination are required.

To apply, complete our quick and easy online application at [Berkshireeagle.com/apply](http://Berkshireeagle.com/apply)

**The Berkshire Eagle**

**★ NEW AD TODAY ★**

**MACHINE OPERATOR**  
Berkshire Eagle is seeking a Machine Operator. Full-time bindery machine operator/trainee. Duties include operating a Muller stitcher/trimmer and helping in a commercial mail department. Mechanical and/or mailing experience is a plus. Day shift with occasional week-ends and overtime required. Must be able to lift up to 70 lbs., work unsupervised as well as within a team. Sign-on bonus available after 90 days. This full time position includes a benefits package of health, dental, vision, life insurance and 401k. A drug screen and COVID vaccination is required.

To apply, complete our quick and easy online application at [Berkshireeagle.com/apply](http://Berkshireeagle.com/apply)

**The Berkshire Eagle**

**★ NEW AD TODAY ★**

**PAINTER, DRYWALLER, TAPER.** Minimum 10 years experience. Own transportation, references. **413-448-8958.**

**PRODUCTION/MAILROOM DEPT.**

The Berkshire Eagle is seeking part-time workers in the Production/Mailroom Department for inserting and bundling of our daily newspapers. Day and Night shifts are available. The hours vary depending on the workload. Approximately 20 hours per week. A COVID-19 vaccination and a drug screen are required.

To apply please go to [Berkshireeagle.com](http://Berkshireeagle.com) and complete our quick and easy application

**The Berkshire Eagle**

**★100 and Under**

**4 LIGHT BATHROOM WALL FIXTURE.** Chrome w/globes, vg condition. \$20. 413-743-3109

**AEROBIC WORKOUT GLOVE.** Gold Gym, womens, new. \$5. 413-822-8803

**\$100 and Under**

**ALUMINUM EXTENSION LADDER.** 32', \$100. 413-442-0895

**BATHROOM VANITY:** 30" Oak 2 Door Bathroom Vanity Good condition \$50 413-684-4665.

**BIKE RACK.** Fits 2. Brand New. Allen Sports.Deluxe Bike Trunk Carrier. Model 102DN. \$50. 413-449-3273

**BIKE RACK.** Fits 2 Rear Mount. Hitch type \$100- 413-398-5111

**CANON CANO SCAN/SCANNER.** 8800F, color image, new. \$100. 413-822-8803

**CANON COPIER.** Totally refurbished, \$49 obo. 413-623-5000

**CANON EOS 1000D DIGITAL** single lens reflex Camera, w/bag, batteries, charger. \$100. 413-442-7635

**CERAMIC TOWER SPACE HEATER.** Lasko, model CT30750 w/re-mote, \$50. 413-623-5000

**★ NEW AD TODAY ★**

**CHAIR:** New upholstered chair, \$100. Call 413-329-6970.

**COFFEE MAKER** - Electric 4 cup, never used. new in box \$5. Call 413-

## Plan to Remain Compliant with Local Zoning

Himalayan High LLC. reserves the right to occupy and use the establishment located at 2727 Jacobs ladder rd. Becket MA. The company has been granted a special permit, cleared zoning approvals and executed on the building permits with the Town of Becket. Himalayan High representatives will also work with appropriate town officials and departments throughout the course of the operations to remain compliant with zoning regulations. The transfer of a special use permit that was granted by the Town of Becket Planning Board does allow zoning for Himalayan High LLC to conduct sales of recreational marijuana on the premises. Along with the transfer of special use permit and zoning compliance, Himalayan High LLC has executed building permits such as C-22-0018. This permit allows construction for flooring demo, new wall and exterior handicap ramp installation. A permit has also been executed for signage and all permits necessary will be passed through the town of Becket.



**Town of Becket  
Planning Board  
557 Main Street  
Becket, Massachusetts 01223  
(413) 623-8934 ext. 120 fax (413) 623-6036  
[planning@townofbecket.org](mailto:planning@townofbecket.org)**

May 11, 2022

Himalayan High LLC  
Mr. Michael Goodenough, Manager  
2727 Jacobs Ladder Road  
Becket, MA 01223

RE: Special Permit Continuity

Dear Mr. Goodenough,

This letter relates to the special permit (the "Special Permit") granted by the Becket Planning Board to Ipswich Pharmaceutical Associates, Inc. filed with the City Clerk on January 22, 2019, to operate a marijuana dispensary (the "Use") at 2727 Jacob's Ladder Road, Becket (the "Property"). Sometime following the issuance of the Special Permit, Ipswich Pharmaceutical Associates, Inc. changed its name to FFD Enterprises, Inc. ("FFD").

The Planning Board has been informed that Himalayan High LLC ("Himalayan High") will be acquiring certain assets of FFD so that it may operate the Use at the Property (the "Acquisition"). We understand that the Board of Selectmen has approved the transfer of the existing Host Community Agreement between FFD and the Town for the Use (the "HCA") to Himalayan High. We further understand that Himalayan High is seeking the Planning Board's acknowledgement that the Special Permit can be exercised by Himalayan High and deemed transferred to it upon the Acquisition without any further action by the Planning Board.

Section 6.8.5 of the Becket Zoning Bylaw states that "*a Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of an ME or Medical Marijuana Treatment Center or change in the location of the business.*" FFD has informed us it does not have a license from the Massachusetts Cannabis Control Commission, nor has it applied for a license. The Planning Board unequivocally concluded that because there is no license being transferred, the special permit is not rendered null and void upon the transfer of other assets and remains in full force and effect. Based on the transfer of the HCA, and because a license was never obtained, we effectively consider Himalayan High the "Applicant" upon the closing of the Acquisition thus authorizing the transfer of the rights under the Special Permit to Himalayan High.

Sincerely,



Robert T. Ronzio  
Chair, Planning Board  
Town of Becket

Cc

Benjamin Zachs, FFD Enterprises, Inc.  
Selectboard, Town of Becket  
Town Clerk, Town of Becket



**Town of Becket**

Becket Town Hall  
 557 Main Street,  
 Becket, MA 01223  
 Phone: 413-623-8934  
 Fax: 413-623-6036  
 www.townofbecket.org

Permit# **C-22-0018**

Date **7/28/2022**

Application to	<b>C-22-0018</b>		Permit to	<i>Misc openings, flooring demo, new wall construction and reinforcing of existing floor joist. Install new flooring and new exterior handicap ramp.</i>		
Permit Address	<b>2727 JACOBS LADDER ROAD</b>		Map	<b>204</b>	Parcel	<b>204 0057 0000.0</b>
Zoning District	<b>R1</b>	Dwl Units	Stories	Class	Occ/Use	<b>Residential</b>
Property Owner	<b>Himalayan High L LC</b>		Address	<b>2727 Jacobs Ladder Road</b>		
Type of Construction			Est cost of Construction	<b>\$ 122,900.00</b>	Public Water? <input type="checkbox"/>	Public Sewer? <input type="checkbox"/>
Architect			Engineer			
Contractor	<b>Michael T Conboy SR</b>		Fee Amt.	<b>\$ 250.00</b>		
Remarks	<i>please follow all guidelines and instructions of your host agreement with the town of becket any changes must be discussed with the planning board</i>					
This permit is subject to all Federal, State and Local laws and regulations and may be revoked if their requirements are violated.						

<input type="checkbox"/> FOOTING AND STEEL	<b>Becket, Massachusetts Inspector of Buildings 780 CMR Ninth Edition</b>		Permit # <b>C-22-0018</b>				
<input type="checkbox"/> FOUNDATION AND STEEL			Date <b>7/28/2022</b>				
<input type="checkbox"/> FRAMING AND FIRE CAULK							
<input type="checkbox"/> INSULATION							
<input type="checkbox"/> FINAL INSPECTION / COI							
Address:- <b>2727 JACOBS LADDER ROAD</b>			Application to:- <b>C-22-0018</b>				
<b>BUILDING INSPECTOR</b>		<b>PLUMBING AND GAS INSPECTOR</b>		<b>ELECTRICAL INSPECTOR</b>			
	Approved	Disapproved		Approved	Disapproved		
FOOTING AND STEEL	<input checked="" type="radio"/>	<input type="radio"/>	Underground	<input type="radio"/>	<input type="radio"/>		
FOUNDATION AND STEEL	<input checked="" type="radio"/>	<input type="radio"/>	Rough Piping	<input type="radio"/>	<input type="radio"/>		
FRAMING AND FIRE CAULK	<input checked="" type="radio"/>	<input type="radio"/>	Gas Test	<input type="radio"/>	<input type="radio"/>		
INSULATION	<input checked="" type="radio"/>	<input type="radio"/>	C of O/FINAL	<input type="radio"/>	<input type="radio"/>		
FINAL INSPECTION / COI	<input checked="" type="radio"/>	<input type="radio"/>	<b>FIRE DEPARTMENT</b>		<b>HEALTH DEPARTMENT</b>		
		Approved	Disapproved				
		<input checked="" type="radio"/>	<input type="radio"/>	Oil burner	<input type="radio"/>	<input type="radio"/>	
		<input checked="" type="radio"/>	<input type="radio"/>	Smoke detector	<input type="radio"/>	<input type="radio"/>	
		<input checked="" type="radio"/>	<input type="radio"/>	C of O/FINAL	<input type="radio"/>	<input type="radio"/>	
		<input checked="" type="radio"/>	<input type="radio"/>	<b>CONSERVATION</b>		<b>PUBLIC UTILITIES</b>	
		<input checked="" type="radio"/>	<input type="radio"/>	C of O/FINAL	<input type="radio"/>	<input type="radio"/>	
Comments							
Signature							



# 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:

Himalayan High LLC

2. Name of applicant’s authorized representative:

Michael Goodenough

3. Signature of applicant’s authorized representative:

[Empty signature box]

4. Name of municipality:

Town of Becket Massachusetts

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

Katherine A Warden



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).*):

administrator@townofbecket.org

8. Host community agreement execution date:

5/4/22





### **Plan For Positive Impact:**

Himalayan High shares the fundamental goal of positively impacting disproportionately harmed people. This includes the following people/groups:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact.
2. Commission-designated Certified Economic Empowerment Priority recipients;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

### **Goals:**

The high-level goal of the Himalayan High PIP is to benefit groups 1, 4 and 5 from this list within the towns of Pittsfield, North Adams, Greenfield, Holyoke, Amherst, Monson, Spencer, and Southbridge. More specifically, we hope to help reduce the stigma of hiring individuals with past drug convictions, personally or in their immediate family, by hiring/training/mentoring individuals from these groups. In this regard, Himalayan High will offer a robust skills assessment for individuals from groups 1, 4 and 5, and help qualified individuals obtain a job with us or elsewhere in the cannabis industry.

### **Program:**

Himalayan High will create a career fair series to be held every 6 months in a town listed on the CCC's ADI list within proximity to Beckett. Himalayan High will hold these career fairs in Pittsfield, North Adams, Greenfield, Holyoke, Amherst, Monson, Spencer, and Southbridge.

In the course of that career fair series, interested applicants will be offered a high-level overview of the cannabis industry along with information about what types of employment opportunities are available therein. Participants will be invited to participate in informal interviews with Himalayan High staff to discuss their skills and experience, with an eye towards examining which of those skills might be transferable to the cannabis industry. Those career fair participants who demonstrate a skill set suitable to transference within the cannabis industry, coupled with a

positive attitude, will be invited to take part in a formal interview process (when, and if, job openings exist within the company). In the event that no job openings within our organization come to exist within six months of an initial contact with a career fair participant, Himalayan High will introduce the candidate to other Marijuana Establishments in our network who may be actively hiring. If the individual involved has never worked for Himalayan High, we cannot provide a recommendation for them per se; however, Himalayan High can achieve our goal of helping qualified individuals to obtain a job in the industry by virtue of a more informal referral process as outlined herein.

In furtherance of our goal to positively impact Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions Himalayan High also intends to offer a positive work environment, ongoing training and skill development, competitive pay and benefits, cross-training in complementary job functions within the company, and robust opportunities for internal advancement whenever possible.

### **Measurement:**

The results of the career fair program will be measured by:

The number of career fairs participated in during the past year

- Goal: At least 2 career fairs per year
- Data source: Event advertisements will be documented

The number of individuals newly hired during the past year within groups 1, 4 and 5

- Goal: At least 2 new hires per year
- Data source: We will count the number of applicable individuals hired within the past year using company personnel records.

The number of individuals from groups 1, 4 and 5 previously hired and still employed by the company

- Goal: At least 1 still employed
- Data source: We will count the number of applicable individuals hired and still employed using company personnel records.

The number of individuals from groups 1, 4 and 5 who have been promoted within the organization

- Goal: At least 1 promotion
- Data source: We will count the number of applicable individuals promoted within the organization using company personnel records.

The number of individuals from groups 1, 4 and 5 identified during the past year who we referred to another Marijuana Establishment

- Goal: At least 2 referrals

- Data source: We will count the number of written letters of introduction issued by the company.

As part of its internal compliance program, Himalayan High will measure success in each of the areas identified above on a semi-annual basis (every 6 months). The progress towards each goal will be recorded in a progress tracking spreadsheet which will be used for internal tracking, and included in the annual license renewal process. As stated in the proposed timeline presented to the Commission by Himalayan High, the majority of the staff will be recruited and hired upon receipt of a final license from the CCC. It is acknowledged that providing progress of this Plan for Positive Impact is required upon renewal, which occurs one year from Provisional Licensure, whether a Final License has been obtained.

Himalayan High acknowledges and is aware of, 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, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

A LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

HIMALAYAN HIGH, LLC

---

THE MEMBERSHIP INTERESTS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING RULE 504 UNDER REGULATION D AND SECTION 4(a)(2) OF THE SECURITIES ACT. THE MEMBERSHIP INTERESTS DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE MEMBERSHIP INTERESTS MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.

**OPERATING AGREEMENT OF HIMALAYAN HIGH, LLC**

THIS OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, the “Agreement”) is entered into as of the day of June (or if later, the date set forth on each Member’s counterpart signature page to this Agreement), by 28, 2022 the members of the Company as of the date hereof (together with any and all future members, each a “Member” and collectively the “Members”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

**PRELIMINARY STATEMENT**

Himalayan High, LLC (the Company) was formed on or about 6/28/2022 by the filing of the Certificate with the Commonwealth of Massachusetts pursuant to the Act. The purposes of this Agreement are to (i) provide for the admission of a limited number of Persons as Class A Common Unit Members and Class B Common Unit Members; (ii) set forth the rights and obligations of the Members and the Company and (iii) adopt this Agreement as the Operating

Agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Manager or the Members are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Members hereby agree as follows:

**SECTION 1. Definitions.** The capitalized terms not otherwise defined herein shall have the following meanings:

“Acquired Assets” means assets licensed in to or purchased outright by the Company.

“Act” means the Limited Liability Company Act of the Commonwealth of Massachusetts, as amended and in effect from time to time.

“Adjusted Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, and further (i) increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) decreased by the items described in Treasury Regulations Sections 1.7041(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.7041(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” means, as to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person, whether by equity ownership, contract or otherwise; or in the case of a natural Person, the spouse of such Person and their respective parents, issue and siblings. (For purposes of this definition, the term “control” means the legal right or practical ability to control or materially influence the management, financial or operating decisions of such Person).

“Affiliate Company” means, as to the Company, any other Company which directly or indirectly controls, is controlled by or is under common control with the Company, whether by equity ownership, contract or otherwise. (For purposes of this definition, the term “control” means the legal right or practical ability to control or materially influence the management, financial or operating decisions of such Person).

“Available Cash Flow” has the meaning set forth in Section 10.1.

“Capital Account” means the capital account established and maintained for each Member pursuant to the provisions of this Agreement and Treasury Regulations 1.704-1(b).

“Capital Contribution” means, as to each Member, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to

the issuance of such Person's Membership Interests and (ii) any subsequent capital contribution made by the Member to the Company.

“Capital Transaction” means a revaluation of the Company, a refinancing of the Company, a sale of substantially all of the assets of the Company, any transaction in contemplation of liquidation of the Company, or a merger in which the Company is not the surviving entity.

“Certificate” means the certificate of formation of the Company filed with the Commonwealth in accordance with the Act, as amended or restated from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Common Unit” means a type of Unit having the privileges, preference, duties, liabilities, obligations and rights specified with respect to Membership Interests” in the Section 9 of this Operating Agreement.

“Common Member(s)” means the holder(s) of any issued and outstanding Class A Common Membership Interests or Class B Common Membership Interests.

“Commonwealth” means the Commonwealth of Massachusetts.

“Company” is defined in the Preliminary Statement set forth above.

“Consent” means, (i) with respect to the voting Members a vote of Members holding at least a majority of the outstanding voting Membership Interests, either taken at a meeting of such Members duly called and held or by the written consent of such Members in lieu of a meeting.

“Corporate Affiliate” means any closely related company

“Dollars” or “\$” mean U.S. Dollars.

“Intellectual Property” means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company’s rights may be legally protectable, including without limitation all domain names, designs, technology, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in or displayed by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

“Membership Interest” means pro rata ownership of the Company, through the holding of one or more Classes of Membership Interests, with collective rights in the Company, including the member's share of profits and losses, and the right to receive distributions of the Company’s assets.

“Member(s)” means the individual(s) or entity(ies) holding a Membership Interest in the Company. Members may or may not manage the business and affairs of the Company. Depending on the Class of Membership Interests held, Members may or may not vote in the business affairs of the Company. For the purposes of this Agreement, the term Member is intended to have the same meaning as the term “member” as used in the Act.

“Operating Agreement” means this Agreement, the Company’s Limited Liability Company Agreement, dated as of \_\_\_\_\_, as it may be amended, modified, superseded, revised or replaced from time to time.

“Partnership Representative (PR)” means any person with substantial presence in the United States who is designated by the Company to be a liaison between the Company and the IRS. The PR has the authority to bind the partnership, but not to bind other partners in the partnership. The PR need not be a member of the Company.

“Percentage Interest” means, with respect to each Member, the fraction, expressed as a percentage, the numerator of which is the Membership Interests, regardless of class or series, held by such Member, and the denominator of which is 100%.

“Person” means any natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Profits or Losses” means for each fiscal year or other period, an amount equal to the Company’s income or loss for such fiscal year or period (computed according to the method of accounting for maintaining Capital Accounts), adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

“Reserves” means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company’s business or (ii) for such other purposes as the Manager may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

“Section 707 Payments” means payments made to Members which payments (i) are required to be treated as so-called “guaranteed payments” under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

“Register of Membership Interests” means the register(s) maintained with the records of the Company which set forth, by Class the names of the Members of the Company, the Membership Interests held by each and such other information as the Manager deems to be advisable, as the register(s) may be amended from time to time to reflect the issuance, redemption, or transfer of Membership Interests.

“Securities Act” means the Securities Act of 1933, as amended.

“Target Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each Fiscal Year, increased by any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is treated as being obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

“Transfer” means, with respect to any Membership Interests or any interest therein, any direct or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

“Treasury Regulations” means the U.S. Department of the Treasury regulations promulgated under the Code.

“Unit(s)” means equity membership interests of the Company including Class A and Class B Common Membership Interests and any other class or series of Membership Interests subsequently authorized and issued by the Manager in accordance with the terms of this Agreement.

“Unreturned Capital” means, with respect to any Member, the aggregate Capital Contributions of such Member, less the aggregate amount of all distributions to the Member pursuant to Sections 10.2, but excluding Section 707 Payments and tax distributions governed by Section 10.4.

**SECTION 2. Name.** The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Members as provided in the Act.

**SECTION 3. Purposes.** The purposes for which the Company was organized are to engage, directly or indirectly, in the business of developing, constructing, managing and operating cannabis businesses. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes or in any other lawful business as determined in the sole discretion of the Manager.

**SECTION 4. Business Address.** The business address of the Company as of the date hereof is \_\_\_\_\_. The Manager may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Manager may hereafter determine.

**SECTION 5. Resident Agent and Resident Office in the Commonwealth.** The name and address of the Company's resident agent for service of process in the Commonwealth are set forth in the Certificate. The Manager may change the resident agent or resident office in the Commonwealth at any time without amending this Agreement, unless otherwise provided by the Act.

**SECTION 6. Tax Treatment; No State Law Partnership.** To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Neither the Company nor any Member shall take any action to cause the Company to be treated as a corporation for federal and state income taxation.

Notwithstanding the foregoing, it is the intent of the Members that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

## **SECTION 7. Powers of the Company.**

7.1 General Powers of the Company. Subject to the provisions of this Agreement and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

- (a) To conduct its business, directly and through Affiliates, franchisees or joint ventures within or outside the United States; and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act;
- (b) Directly or through its Affiliates, to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;
- (c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Members, any Affiliates agents, franchisees or other third parties;
- (d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, Membership Interests or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Member thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing;
- (e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;
- (f) To sue and be sued, complain and defend and participate in administrative or other proceedings;
- (g) To appoint employees and agents of the Company and define their duties and fix their compensation;
- (h) To indemnify any Person in accordance with the Act or this Agreement;
- (i) To obtain any and all types of insurance;

- (j) To make distributions of cash or property to the Members from time to time, including without limitation distributions of Available Cash Flow;
- (k) To cease its activities and cancel its Certificate;
- (l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;
- (m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;
- (n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;
- (o) To make any accounting and tax elections, determine the Company's reporting position on any accounting or tax issue, and appoint a Partnership Representative of the Company;
- (p) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and
- (q) To license in or license out intellectual property.

7.2 Merger; Consolidation; Conversion. The Company may merge with, consolidate or be converted into another domestic or foreign limited liability company or other business entity, upon the approval of the voting Members in their sole discretion and otherwise in accordance with the Act and other applicable law.

## **SECTION 8. Management of the Company.**

8.1 Manager. The initial Manager of the LLC is Michael Goodenough of \_\_\_\_\_. Any Person (as defined herein) may be designated as a Manager at any time by the Approval of the then Manager(s) with the Consent of the voting Members. No Manager may resign from, retire from, abandon or otherwise terminate his or her status as a Manager except after 60 days notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his or her Approval of any proposed new Manager who has the Consent of the voting Members.

8.2. Meetings of the Members. Meetings of the Members may be called from time to time by the Manager or by voting Members holding at least fifteen percent (15%) of the Membership Interests, irrespective of Class or Series. All Members shall have a right to receive notice of Member meetings and to attend and participate in such meetings, but only the holders of Class A

Common Membership Interests shall be entitled to vote, unless otherwise provided by the terms of this Agreement or applicable law. The time and place of each meeting of the Members shall be set forth in a written notice (including email notice) to Members given at least two (2) and not more than thirty (30) days prior to the date of such meeting. Actions taken at a meeting of the Members shall require the Consent of the voting Members. The Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

### 8.3 Manager; Authority.

(a) Subject to the provisions of the Act and this Agreement, including Section 8.7, the voting Members hereby agree that the business and affairs of the Company shall be managed, and all such management powers shall be exercised by or under the Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager shall have the power and authority to:

(i) manage the day-to-day business of the Company and to appoint and remove, with or without cause, all subordinate officers and employees of the Company and to establish their respective compensation. He or she shall have such authority and perform such other duties as may generally be associated with such office.

(iii) Change the principal executive office or the principal business office in the Commonwealth from one location to another; cause the Company to be qualified to do business in any other state, territory, dependency, or foreign country and conduct business within or outside the State; designate any place within or outside the State for the holding of any Members' meeting, or meetings, including annual meetings; adopt, make, and prescribe any forms of certificates of Membership Interests, and alter such certificates from time to time as in their judgment they may deem best, provided that such forms shall at all times comply with the provisions of law.

(iv) Approve transactions not in the ordinary course of business of the Company, including without limitation, borrowing money and incurring indebtedness for the purpose of the Company and cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities;

(v) Establish Reserves, the amount of any Available Cash Flow or other distributions to be made to Members from time to time in accordance with the terms hereof;

(vi) Purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(vii) Adopt from time to time such option, Unit purchase, bonus or other compensation plans employees and agents of the Company and its subsidiaries as they may determine;

8.4 Certain Actions Requiring Consent of the Members. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require the Consent of the voting Members:

- (a) Entering into, in a single transaction or a series of related transactions, any merger or consolidation, sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination involving the Company;
- (b) Approval of any sale or exchange of all or substantially all of the assets of the Company or the granting of an exclusive license to an unrelated third party with respect to all or substantially all of the Company's Intellectual Property;
- (c) The issuance of Membership Interests or other securities convertible into or exchangeable for Membership Interests, in one or a series of related transactions, such that the Persons who held a majority of the issued and outstanding voting Membership Interests of the Company immediately before such transaction(s) hold (or will hold following the conversion or exchange of such securities into Membership Interests) less than a majority of such voting Membership Interests immediate thereafter.
- (d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;
- (e) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

## **SECTION 9. Capital.**

### **9.1 Authorized Capital.**

- (a) Equity Membership Interests in the Company shall be divided into two classes or series, Class A Voting Interests and Class B Non-Voting Interests. The Membership Interests including the class of Interests, along with the purchase price or other consideration given for such Interests shall be set forth in the Register of the Membership Interests of the Company, which

shall be amended from time to time by the Manager to reflect the issuance or transfer of Membership Interests. The initial Register is attached hereto as Exhibit A.

(b) Equity Membership Interests in the Company shall be conditioned upon compliance with applicable laws and rules governing Marijuana Establishments, including 935 CMR 500.000 and MGL c. 94G.

9.2 Class A Common Membership Interests. The holders of Class A Common Membership Interests shall have the right to vote, on the basis of their percentage interest in the Company, on all matters properly voted upon by the voting Members of the Company, unless by the terms of this Agreement or the Act a separate Class vote of Membership Interests is required. Holders of Class A Membership Interests shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

9.3 Class B Common Membership Interests. The holders of common Class B Membership Interests shall not have a right to vote as described below. Holders of Class B Membership Interests shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

9.4 Capital Contributions. Most of the Members have made Capital Contributions to the Company in consideration of the issuance of their Membership Interests, as reflected on the books of the Company and the appropriate Unit Register. With the Consent of the Manager, Members may, but no Member shall be required to, make additional Capital Contributions to the Company.

9.7 Additional Capital from Existing Members; Admission of New Members; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9, if the Manager determines in good faith that additional capital is required by the Company, the Manager shall so notify the Members in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Members may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Manager. If less than all of the Members contribute additional capital, those Members who elect to contribute capital shall likewise have the right to participate as determined in good faith by the Manager in any offering of Membership Interests to third parties. Capital Contributions shall be due and payable within the period specified in the Manager's written notice to the Members, or on such other terms as the Manager may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Members of the Company, additional Membership Interests in the Company may be issued and new Persons may become Members of the Company, as determined from time to time by the Manager, upon terms and conditions determined in the business judgment of the Manager to be commercially reasonable, provided that each new Member shall execute a counterpart signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Members.

(c) If fewer than all of the Members participate in a capital call, or if new Persons become Members of the Company pursuant to this Section, the Unit of Members in profits, losses and distributions may be adjusted when, as, and to the extent the Manager deems appropriate (which determination shall be binding upon all Members absent a determination that the Manager acted in bad faith, or otherwise in breach of their fiduciary duty to the Members).

(d) Notwithstanding the foregoing, if the Manager determines in their sole discretion that it is in the best interests of the Company to issue Membership Interests or other securities to any venture capital firm, private equity fund or other strategic investor, the Manager may, upon written notice to the Members, suspend the rights of the existing Members to participate in such financing as otherwise provided for in this Section 9.

9.9 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Member's Capital Contributions and with its Unit of the Profits, shall be decreased by its Unit of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code, including any adjustments and elections deemed appropriate by the Manager.

9.10 Withdrawals from Capital Accounts. No Member shall be entitled to receive interest on or to withdraw any amount from such Member's Capital Account other than as expressly provided herein. No Member shall be entitled to withdraw as a Member of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.11 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

## **SECTION 10. Distributions of Available Cash Flow; Certain Guaranteed Payments.**

10.1 Definition. For any particular period, the term "Available Cash Flow" as used in this Agreement shall mean the aggregate cash revenue of the Company, including without limitation, distributions from Affiliates, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Manager) less (i) the payment or amount accrued for payment of all current operating expenses and other current liabilities and obligations of the Company; (ii) any Section 707 Payments to Members; (iii) debt service payments; and (iv) provisions for Reserves established by the Manager, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation the

incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in Company, shall be determined by the Manager and shall be binding upon all Members.

10.2 Distribution of Available Cash Flow and Net Proceeds of a Capital Transaction. Subject to the provisions of Section 10.4, Available Cash Flow of the Company and the net proceeds of any Capital Transaction, if any, shall be distributed among the Members from time to time, to be divided among the Class A and Class B Members pro-rata, according to the number of Membership Interests held by each, irrespective of Class of Membership Interests (subject, in the case of Profits Interests, to the provisions of their respective Grant Agreements).

10.3 Right of Offset. The Manager shall have the right to apply any Available Cash Flow or other amounts to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such amounts are applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

10.4 Tax Distributions. Subject to the maintenance of reasonable cash reserves, as determined by the Manager, the Company shall use commercially reasonable efforts to distribute to the Members, prior to the due date for making quarterly federal and state estimated income tax payments, amounts that, in the aggregate, approximate the income taxes payable by each Member with respect to taxable income or gain reasonably expected to be allocated to the Member for the relevant fiscal period, minus the distributions previously received by the Member for such fiscal period under Sections 10.2. Distributions shall be determined by using the highest combined marginal federal, state and local income tax rates then applicable to any individual Member of the Company, based upon the most recent mailing address provided to the Company by such Members, taking into account the type of income allocated and any previously allocated taxable losses that may offset later taxable income. Distributions under this Section 10.4 shall take priority over those under other provisions of this Agreement. Any payment made under this Section 10.4 to a Member shall be treated as an advance against, and shall reduce dollar-for-dollar, distributions otherwise to be made to such Member under this Agreement.

10.5 Limitations on Distributions. In addition to any limitations on distributions imposed by applicable law:

(a) Notwithstanding anything in this Agreement to the contrary, the Company shall make no distributions with respect to a Profits Interest (including on liquidation of the Company) to the extent such distribution would cause or increase an Adjusted Capital Account deficit for such Member with respect to such Profits Interest, or in any other circumstance in which such distribution would cause such Profits Interest to not qualify as a “profits interest” as described in I.R.S. Revenue Procedure 93-27.

(b) Subject to clause (a) above, the Company shall make no distribution with respect to unvested Membership Interests, except as otherwise determined by the Manager.

(c) Distributions not made to a Member by reason of clause (a) or (b) above, as the case may be (the “Relevant Limitation”) shall be retained by the Company and paid: (i) prior to or as part of a liquidating distribution, to the Member to the extent such distribution may be made to the Member without violating the Relevant Limitation; or (ii) otherwise, upon a liquidating distribution, to the other Members under Section 10.3.

10.6 Withholding. The Company shall withhold from payments and distributions to a Member and remit to the appropriate government authority any amounts required to be withheld under the Code, Treasury Regulations, or state, local, or foreign tax law. All amounts so withheld shall be treated as paid or distributed, as the case may be, to the Member pursuant to Section 10.5 for all purposes of this Agreement.

## **SECTION 11. Allocation of Profits and Losses.**

11.1 General Allocation. Subject to the remainder of this Section 11, for each fiscal period, the Company’s items of income, gain, loss, and deduction shall be allocated among the Members in such a manner that, immediately after giving effect to such allocations, each Member’s Target Capital Account balance, taking into account all contributions by such Member and distributions to such Member equals, as nearly as possible, the amount of cash, if any, that would be distributed to such Member if (a) all the Company’s assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704-(b)(2)(iv)), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject, (ii) all the Company’s liabilities (other than nonrecourse liabilities) were paid in full, and (iii) all the remaining cash were distributed to the Members under Section 10.2.

11.2 Allocations Without Economic Effect.

(a) Tax credits, nonrecourse deductions, and other items the allocation of which cannot have economic effect shall be allocated at the discretion of the Managers in a manner consistent with the Treasury Regulations under Code Section 704(b).

(b) Nonrecourse liabilities, including excess nonrecourse liabilities, shall be allocated at the discretion of the Manager in a manner consistent with the Treasury Regulations under Code Section 752.

11.3 Regulatory Allocations. The provisions of the Treasury Regulations under Code Section 704(b) relating to qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, allocations of nonrecourse deductions, allocations with respect to partner nonrecourse debt, and forfeiture allocations with respect to substantially non-vested partnership interests are hereby incorporated by reference and shall be applied to the allocation of income, gain, loss, or deduction in the manner provided in the Treasury Regulations. Notwithstanding anything to the contrary in this Agreement, the Company shall make no allocation of loss or deduction to cause or increase a Member’s Adjusted Capital Account deficit, and such loss or deduction shall be allocated to other Members in accordance with their positive Adjusted Capital Account balances. The Manager may, in their discretion, adjust the subsequent allocations of income, gain, losses, or deduction to prevent distortion of the

economic arrangement of the Members, as otherwise described in this Agreement, due to allocations resulting from the foregoing.

#### 11.4 Income Tax Allocations.

(a) Unless otherwise determined by the Manager, a Member's distributive Unit shall be deemed to consist of a pro rata portion of each item of income, gain, loss, or deduction required to be separately stated under Code Section 702(a).

(b) If the book value of Company property differs from its adjusted tax basis, including but not limited to by reason of a contribution of property to the Company, the revaluation of Company property, or the exercise of an option to acquire an interest in the Company, the Managers shall adjust allocations of income, gain, loss, or deduction for income tax purposes to take into account such difference by any method permitted by the Treasury Regulations under Code Section 704(c).

### **SECTION 12. Transfers; Assignments.**

12.1 General Provisions. No Member may withdraw or resign as a Member or Transfer all or any portion of, or right in or to, such Member's Membership Interests in the Company, except as provided in this Section 12.

12.2 (a) All Transfers shall be conditioned upon compliance with applicable securities laws. As a condition precedent to any such Transfer, the Manager may require that the Member deliver to them an opinion of counsel satisfactory in form and substance to the Manager that the proposed Transfer would not violate any applicable securities laws or result in a termination of the Company for purposes of Section 708 of the Code. All Transfers shall be by instrument in form and substance satisfactory to the Manager. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Membership Interests which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Membership Interests of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, agreeing to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

(b) All Transfers shall be conditioned upon compliance with applicable laws and rules governing Marijuana Establishments, including 935 CMR 500.000 and MGL c. 94G.

#### 12.3 Certain Transfer Rights; Right of First Refusal; Purchase Option.

(a) Rights of a Member to Transfer Membership Interests. No Member shall directly or indirectly Transfer any Membership Interests of the Company now or hereafter owned by such Member, except in accordance with the terms of this Section 12.

(i) Permitted Transfers. Subject to the other provisions of this Section 12, each Member shall have the right to transfer any or all of the Membership Interests now owned or hereafter acquired by such Member (A) to his spouse, parent(s), issue or other relative (by blood or marriage), (B) with the Consent of the Manager, to a trust for the benefit of such persons, or (C) to an entity which is controlled by such Member (each, a “Permitted Transferee” and collectively, the “Permitted Transferees”), provided in each case that the Permitted Transferee is not a direct or indirect competitor of the Company or any Affiliate, as determined by the Manager in its reasonable business judgment. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Member, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Membership Interests (i) each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

(ii) Right of First Refusal.

(A) If a Member proposes to Transfer, directly or indirectly, any of its Membership Interests to a Person who is not a Permitted Transferee, then the Member shall give written notice of the proposed Transfer (the “Notice of Transaction”) to the Company. The Notice of Transaction shall name the proposed transferee and the Membership Interests to be Transferred, the proposed purchase price or other consideration and all other material terms and conditions of the Transfer.

(B) The Company or its designees shall have the option, but not the obligation, to purchase from the proposed transferor all but not less than all of the Membership Interests described in the Notice of Transaction at a price set forth in Section 12.3(b), and otherwise upon the other terms set forth in the Notice of Transaction, provided that if the proposed purchase price is payable in other than cash or the promissory note of the transferee, the Company or its designees shall be entitled to pay the fair market value of the proposed consideration. In the event the Company elects to purchase all of the Membership Interests offered for sale, it shall give a written notice of exercise of such option to the selling Member within thirty (30) days of receipt of the Notice of Transaction.

(C) Subject to the provisions of Section 12.4 and Section 12.5, if the Company or its designees do not elect to purchase the Membership Interests pursuant to the terms hereof, the proposed transferor may, within the thirty (30) day period following the expiration of the option period described above, transfer the Membership Interests described in the Notice of Transaction to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Notice of Transaction. Notwithstanding any of the above, all Membership Interests transferred pursuant to the provisions hereof shall remain subject to this Agreement and such transferee shall, as a condition to such Transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(D) The sale of all or substantially all of the Membership Interests in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 12.3(a)(ii).

(b) Purchase Price. The purchase price of the Membership Interests shall be the fair market value thereof, as agreed upon by the Member whose interests are being transferred (or its legal representatives) and the Company, provided however that in the case of a Transfer pursuant to Section 12.3(a)(ii), the purchase price shall be the lesser of (i) the purchase price determined under this Section 12.3(b) or the price offered by the proposed transferee. If such value is not agreed upon within fifteen (15) days after the notice of exercise is delivered, the fair market value of the Membership Interests shall be determined in good faith, in the reasonable business judgment of the Manager. If any Member does not agree with the valuation of the Membership Interests, as determined by the Manager, the matter shall be decided by a qualified appraiser selected by the Manager and reasonably satisfactory to the proposed transferor of the Membership Interests.

(c) Closing. The closing shall take place on a date not later than thirty (30) days after the determination of the fair market value of the Membership Interests to be transferred and the purchase price shall be payable in immediately available funds against delivery of any certificates evidencing the interests, endorsed in blank or with executed instruments of assignment attached, and with such warranties of title, power and authority to transfer, and other documentation necessary to vest in the Company good, clear unencumbered title to the interests, as the Company may require. All such documents shall be in form and substance satisfactory to the Company's legal counsel. Whether or not any certificates evidencing the Membership Interests or other documents are signed and delivered in accordance with the terms hereof, upon the buyers tendering the purchase price of such Membership Interests to the proposed transferor in accordance with the terms hereof, the Membership Interests shall be transferred to the buyer(s), all rights of the proposed transferor as a Member with respect to such Membership Interests shall be extinguished, and the rights of the proposed transferor with respect to such Membership Interests shall be converted to the rights of a creditor with respect to any unpaid portion of the purchase price.

(d) Tax Treatment. In the event the Company purchases the Membership Interests of a Member pursuant to the provisions of this Section 12, unless otherwise agreed upon in writing by the Company and the Member, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

#### 12.4 Admission of Substitute Members.

(a) Subject to the other provisions of this Agreement, an assignee of the Membership Interests of a Member of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Membership Interests, including any transfer by operation of law) shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(i) The Consent of the Manager. The consent may be granted or withheld in the sole discretion of the Manager;

(ii) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the

Manager may require in order to effectuate the admission of such person as a Member of the Company;

(iii) If the assignee is a Company or other form of business entity, the assignee shall have provided to the Manager evidence satisfactory to counsel to the Company of its power and authority to become a Member under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Member.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Substitute Member shall be treated as having become a Member upon the signing of this Agreement to the extent permitted under applicable tax law.

#### 12.5 Rights of Assignees.

(a) Subject to the other provisions hereof, the Company shall not be obligated for any purposes whatsoever to recognize the assignment by any Member of its interest until the Company has received actual notice thereof.

(b) Unless otherwise required by law, the exclusive right of any assignee of Membership Interests or any interest therein who does not become a substitute Member pursuant to the terms of this Agreement shall be limited to the right to receive allocations of Profits and Losses and distributions from the Company which would otherwise be allocated or payable to the assigning Member, when, if, as and in the form made to Members. No such assignee shall have any rights to receive information from the Company, to attend meetings of Members of the Company or to exercise any of the other rights (including voting rights) of Members hereunder or under the Act.

(c) Any assignee of any Membership Interests or any interest therein who does not become a substitute Member and desires to make further assignment of such interest shall be subject to all the provisions of this Agreement to the same extent and in the same manner as any Member desiring to make an assignment of such Member's Membership Interests.

12.6 Bring Along Rights. If at any time Members, acting by (collectively, the "Majority Sellers") elect to sell or exchange all of the Membership Interests in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Member of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Membership Interests, all of the Membership Interests held by such Members; provided that the price is not less than the fair value of the Membership Interests. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Member of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Membership Interests to be sold or exchanged and certifying that such Membership Interests constitute all of the Membership Interests in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer, (D) a statement by

the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 12.6 and (y) has agreed to purchase the Membership Interests in accordance with the terms hereof, and (E) the aggregate Membership Interests of each other Member with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Member shall thereafter be obligated to sell to the Proposed Transferee the Membership Interests subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within one hundred eighty (180) days of delivery of the Bring Along Notice. If the sale is not consummated within such one hundred eighty (180) day period, then each affected Member may sell, but shall no longer be obligated to sell, such Members' Membership Interests pursuant to such Bring Along Notice. The parties acknowledge that the Membership Interests are unique assets and that money damages would be insufficient in the event a Member breached its obligations hereunder. Accordingly, in the event of any breach by one or more Members of the provisions of this Section 12.6, the Company and the Majority Sellers shall be entitled to the remedy of specific performance, in addition to all other remedies available at law or in equity.

**SECTION 13. Dissolution.** The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 13. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the unanimous consent of the Members; (b) the sale or exchange of all or substantially all of the operating assets of the Company; or (c) the entry of a decree of judicial dissolution or any other event which results in dissolution of the Company under the Act.

**SECTION 14. Liquidation.** The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Members, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY MEMBER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH MEMBERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

**SECTION 15. Competing Activities; Interested Party Transactions.**

15.1 Competing Activities. Subject to the last sentence of this Section 15.1, the Members, and Manager may participate in any business or investment activity, without accountability to the Company or any other Member, Manager, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Members, Manager are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Members or Manager against such Persons or their respective other

businesses, for any of the profits thereof and neither the Company nor its Members or Manager shall have any rights with respect to such other businesses or investments. ~~Notwithstanding the foregoing, no Member or Manager, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company, without the Consent of the Manager, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section~~

15.2 Interested Transactions. The Members and the Manager may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Member or Manager and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

**SECTION 16. Loans and Guarantees.** The Members may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Member shall be on such terms and conditions as shall be agreed upon by the Member and the Company.

## **SECTION 17. Books, Records and Reports.**

17.1 Books and Records. The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Manager may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Members of the Company, a true copy of this Agreement, records of proceedings of the Members, and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

17.2 Tax Information. As soon as available after the end of each fiscal year of the Company, the Manager shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of such Member's federal and other income tax returns.

17.3 Periodic Reports. As soon as available after the end of each fiscal year, the Manager shall cause to be prepared, and upon written request, shall transmit to each Member the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in accordance with GAAP. Financial statements may be prepared by the Company or by the Company's independent certified public accounts, as either certified, reviewed or compiled statements, as determined from time to time by the Consent of the Manager. Upon written request of a Member and subject to the provisions of applicable law, the Manager shall also provide to such Member (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter and (ii) a copy of the Company's federal income tax return, as most recently filed.

#### 17.4 Informational Rights.

The Members shall have informational rights as provided by the Act and other applicable law, provided; however, the Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

#### **SECTION 18. Amendments.**

(a) Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9 with respect to the issuance of additional Membership Interests this Agreement may be amended only by Consent of the Manager and the Consent of the Class A Members, provided, however, that no such amendment shall result in dilution of a Member's interest in Profits, Losses and distributions (except on a pro-rata basis with other Members) or require a non-consenting Member to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Member's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 18 shall be binding upon all Members, whether or not they consent to or join in in such amendment, and the Manager shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members.

(b) Each Member hereby constitutes and appoints the Manager, and each of them from time to time in office, such Member's true and lawful attorney for such Member and in such Member's name, place and stead to make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement, to effect the Transfer of Membership Interests in the Company, to appoint a successor Tax Matters Partner as provided hereunder, and to effectuate the issuance of Membership Interests in the Company and the admission of new Members and to effect any amendment, all in accordance with the terms of this Agreement, and to execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution.

#### **SECTION 19. Headings.**

Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

## **SECTION 20. Resolution of Inconsistencies.**

If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Member upon dissolution will supersede the provisions of the Act relating to the same matters.

## **SECTION 21. Indemnification.**

21.1 General. The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Member or Manager of the Company, or is or was serving at the request of the Company or the Manager as a partner, director, officer or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Person in connection with such action, suit or proceeding, to the maximum extent permitted by the Act and the case law of the Commonwealth interpreting the indemnification provisions of the Act, provided, however, that in the case of a settlement, the terms of such settlement shall first be approved in writing by the Manager. The Company may, but shall not be required to indemnify, any employee of the Company on the same terms, or on such other terms as the Manager deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum extent permitted by such laws. The indemnification rights of Members and Manager of the Company shall vest upon such Person becoming a Member or Manager, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Member or Manager shall not affect his rights hereunder.

21.2 Advance Payment. The right to indemnification provided for in this Section 21 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 21, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Section 21 in a written undertaking in form and substance acceptable to the Manager by such Person to repay all amounts so advanced if it shall ultimately be determined that such

indemnified person is not entitled to be indemnified under this Section 21 or otherwise. Such undertaking may be accepted by the Manager without reference to the financial ability of such Person to make repayment. Upon receipt of an undertaking by the Person being indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such payment shall be made within sixty (60) days after receipt by the Company of the written request of the indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Members and the Manager to receive advance payment of expenses shall vest upon such Person becoming a Manager and any subsequent amendment of this Agreement after such person ceases to be a Manager shall not affect his rights hereunder.

21.3 Exculpation. Notwithstanding any other provision of this Agreement, no Manager of the Company shall be liable to the Company or to any Member for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the Manager and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that this Section 21 shall be binding to the maximum extent permitted by law.

**SECTION 22. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF BOSTON, MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR SUCH DISTRICT, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 25, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL (REGISTERED MAIL IN THE CASE OF ANY MEMBERS WITH A NOTICE ADDRESS OUTSIDE THE UNITED STATES), RETURN RECEIPT REQUESTED, POSTAGE PREPAID, OR BY REPUTABLE OVERNIGHT COURIER, AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

**SECTION 23. Representations and Warranties of Members.**

Each of the undersigned Members of the Company hereby represent and warrant to the other and to the Company as follows:

23.1 The Member has the legal right, power and authority to enter into this agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

23.2 Upon the execution and delivery of this Agreement by the Member, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

23.3 The Member is acquiring the Membership Interests for its own account (and not as nominee or agent) for investment and not with a view to the sale or distribution of any part thereof or interest therein, and with no present intention of selling, granting participation in, or otherwise distributing the Membership Interests, but subject nevertheless to any requirement of law that the disposition of such Person's property shall at all times be within its control.

23.4 The Member understands that (i) the Membership Interests have not been registered or qualified under the Securities Act or any state securities or "blue sky" laws by reason of their issuance in a transaction exempt from the registration or qualification requirements of the Securities Act and applicable state laws, including, without limitation, Rule 504 under Regulation D and/or Section 4(a)(2) thereof; (ii) the Membership Interests may not be disposed of unless such disposition is either registered under the Securities Act and applicable state laws or is exempt from registration and qualification under the Securities Act and applicable state laws; (iii) any certificates evidencing the Membership Interests shall include a legend setting forth such restrictions; (iv) the exemption from registration under Rule 144 of the Securities Act is not expected to be available with respect to any future sale of the Membership Interests; (v) there is no public market for the Membership Interests and there can be no assurance that any such market will develop in the future.

23.5 Prior to signing and delivering this Agreement, the Company has made available to the Member all requested documents relating to an investment in the Company and answers have been provided to all questions concerning the Company's business and an investment in the Company. In evaluating the suitability of entering into this Agreement, the Member has not relied upon any representations or other information (whether oral or written) other than as set forth in the documents or answers to questions furnished to the Member by the Company.

23.6 This Agreement has been duly authorized, executed and delivered by the Member and constitutes the valid, legal and binding obligation of the Member, enforceable against the Member in accordance with its terms. If the Member is a partnership, limited liability company, trust or other entity, such entity has been duly formed and is validly existing, with full power and authority to acquire its Membership Interests of the Company, and the signature of the undersigned is binding upon such partnership, limited liability company, trust or other entity. Upon request by the Company, the undersigned shall deliver the underlying partnership agreement, corporate charter documents, including by-laws, or trust agreement of such entity and/or such other evidence of the foregoing as may be requested by the Company.

## **SECTION 24. Arbitration.**

THE PARTIES AGREE THAT PRIOR TO COMMENCING LITIGATION WITH RESPECT TO A DISPUTE INVOLVING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE MEMBERS, THE COMPANY OR ITS MANAGERS, OR ANY OF THEM OR ANY COMBINATION OF THEM, UNDER THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREUNDER (COLLECTIVELY, “CLAIMS”), SUCH PARTIES SHALL ATTEMPT TO RESOLVE SUCH CLAIMS IN GOOD FAITH BY MEANS OF NON-BINDING MEDIATION. IN THE EVENT SUCH CLAIMS CANNOT BE RESOLVED IN WRITING WITHIN A COMMERCIALY REASONABLE PERIOD NOT TO EXCEED 90 DAYS, THE PARTIES MAY AGREE IN WRITING, TO SUBMIT SUCH CLAIMS TO BINDING ARBITRATION IN BOSTON MASSACHUSETTS BEFORE AND IN ACCORDANCE WITH THE RULES OF ENDISPUTE, OR ALTERNATIVELY, TO COMMENCE LEGAL ACTION IN A COURT OF COMPETENT JURISDICTION. THE FOREGOING PROVISIONS OF THIS SECTION 25 SHALL NOT APPLY TO ANY LITIGATION SEEKING EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER GOOD FAITH CLAIMS FOR EQUITABLE RELIEF.

ANY PERSON WHO COMMENCES LITIGATION IN VIOLATION OF THE TERMS HEREOF, AND FAILS TO PREVAIL, SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF THE PREVAILING PARTY OR PARTIES TO SUCH LITIGATION, INCLUDING REASONABLE ATTORNEYS FEES.

#### **SECTION 25. Certain Tax Matters.**

26.1 The Manager shall designate a “Tax Matters Partner” for the purposes of Section 6231(a) of the Code. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals.

26.2 Tax Elections. In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, in the discretion of the Manager, file an election under Code Section 754 to cause the basis of the Company’s assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

#### **SECTION 26. Miscellaneous.**

26.1 This Agreement represents the entire agreement among the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, whether oral or written. This Agreement may not be amended verbally or by course of dealing. It may only be amended in writing according to the terms hereof.

26.2 The parties acknowledge that they have had the opportunity to consult with their own legal counsel prior to signing and delivering this Agreement, have read and understand the Agreement and have signed and delivered the same with the intent to be legally bound hereby.

26.3 This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. The parties hereto and any third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

*[Signature page to follow]*

IN WITNESS WHEREOF, the Company and the undersigned Members have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Member's signature below.

MEMBERS

Andrew Wilkinson  
\_\_\_\_\_

Jason Soares  
\_\_\_\_\_

Michael Goodenough  
\_\_\_\_\_

Gokul Shah  
\_\_\_\_\_

Ann Marie Luisi-Rosado  
\_\_\_\_\_

MANAGER

Michael Goodenough  
\_\_\_\_\_

**EXHIBIT A**  
**INITIAL REGISTER OF MEMBERSHIP INTERESTS**

CLASS A MEMBERS:      PERCENTAGE INTEREST      CAPITAL CONTRIBUTION

CLASS B MEMBERS

**ACKNOWLEDGEMENT OF OPERATING AGREEMENT**

**Re: HIMALAYAN HIGH, LLC**

Holder: *Michael Gadenough*

Held By the Holder:

The Member's address and ownership information is as follows:

Address: *15 Bedding Ridge Southington Ct*

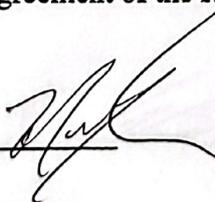
Phone Number: *917834 8468*

Email Address: *Mike @ SweetLeaf.com*

Unit Information

Number of Class A Units	Number of Class B Units	Capital Contribution
<i>1012.5</i>	<i>0</i>	<i>Founder</i>

The undersigned acknowledges and agrees that upon the receipt of Membership Interests in Himalayan High, LLC he/she shall be obligated to adhere to the terms and conditions contained in the Operating Agreement of the Himalayan High, LLC as same now exists and may be amended in the future.

*Michael Gadenough*   
Michael Gadenough  
(Printed Name of Holder)

*Jason R. Soares*  
(approving partner)  
*Jason R. Soares 062822*

Address: *15 Bedding Ridge*  
*Southington Ct 06489*

**ACKNOWLEDGEMENT OF OPERATING AGREEMENT**

**Re: HIMALAYAN HIGH, LLC**

Holder: JASON PATRICK SOARES

Held By the Holder:

The Member's address and ownership information is as follows:

Address: 31 Parker Farms Rd, Wallingford, CT, 06492

Phone Number: 203 907-9655

Email Address: soaresjp@mac.com

Unit Information

Number of Class A Units	Number of Class B Units	Capital Contribution
<u>1012.5</u>	<u>0</u>	<u>Founder</u>

The undersigned acknowledges and agrees that upon the receipt of Membership Interests in Himalayan High, LLC he/she shall be obligated to adhere to the terms and conditions contained in the Operating Agreement of the Himalayan High, LLC as same now exists and may be amended in the future.

Jason P. Soares  
(Printed Name of Holder)

Jason P. Soares  
062822

Address: 31 Parker Farms Rd  
Wallingford, CT 06492

CEO Michael Bodonough 6/28/22  
[Signature]

ACKNOWLEDGEMENT OF OPERATING AGREEMENT

Re: HIMALAYAN HIGH, LLC

Holder: GOKUL Shah

Held By the Holder:

The Member's address and ownership information is as follows:

Address: 434 West middle tpke Manchester CT 06040 Apt 122

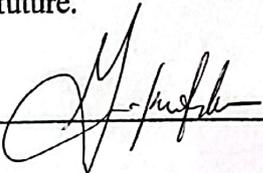
Phone Number: 908.294.2348

Email Address: Gokul@nupa@gmail.com

Unit Information

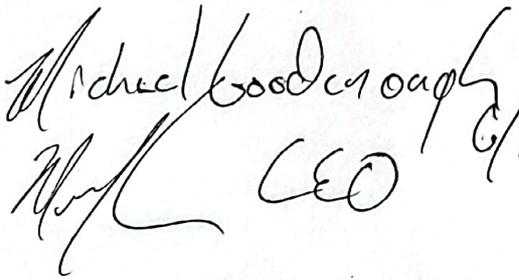
Number of Class A Units	Number of Class B Units	Capital Contribution
1012.5	0	Founder

The undersigned acknowledges and agrees that upon the receipt of Membership Interests in Himalayan High, LLC he/she shall be obligated to adhere to the terms and conditions contained in the Operating Agreement of the Himalayan High, LLC as same now exists and may be amended in the future.

GOKUL Shah   
(Printed Name of Holder)

06/28/2022

Address: 434 West middle tpke  
Manchester CT 06040 Apt 122.

  
CEO 6/28/21

ACKNOWLEDGEMENT OF OPERATING AGREEMENT

Re: HIMALAYAN HIGH, LLC

Holder: Andrew Wilkinson

Held By the Holder:

The Member's address and ownership information is as follows:

Address: 410 Dighton Ave Taunton MA 02780

Phone Number: 774.265.5158

Email Address: awilkinson100@gmail.com

Unit Information

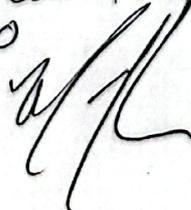
Number of Class A Units	Number of Class B Units	Capital Contribution
1012.5	0	Founder

The undersigned acknowledges and agrees that upon the receipt of Membership Interests in Himalayan High, LLC he/she shall be obligated to adhere to the terms and conditions contained in the Operating Agreement of the Himalayan High, LLC as same now exists and may be amended in the future.

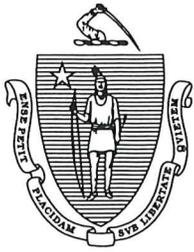
Andrew Wilkinson   
(Printed Name of Holder)

6/28/22

Address: 410 Dighton Ave  
Taunton MA 02780

Michael Goodenough  
CEO 

6/22



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

William Francis Galvin  
Secretary of the  
Commonwealth

June 14, 2022

TO WHOM IT MAY CONCERN:

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

**HIMALAYAN HIGH LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 3, 2022.**

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: **MIKE GOODENOUGH, JASON SOARES, ANDREW JOSEPH WILKINSON, GOKUL SHAH**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MIKE GOODENOUGH, JASON SOARES, ANDREW JOSEPH WILKINSON, GOKUL SHAH**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIMALAYAN HIGH LLC  
15 BUDDING RDG  
SOUTHINGTON CT 06489-4213

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, HIMALAYAN HIGH 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](http://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



**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:** 001566579

**1. The exact name of the limited liability company is:** HIMALAYAN HIGH LLC

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

No. and Street: 2727 JACOBS LATTER RD  
 City or Town: BECKETT State: MA Zip: 01223 Country: USA

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

No. and Street: 2727 JACOBS LATTER RD  
 City or Town: BECKETT State: MA Zip: 01223 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:**

LLC IS ORGANIZING IN ORDER TO APPLY FOR A RETAIL LICENSE WITH THE CCC

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

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

Name: ANDREW WILKINSON  
 No. and Street: 410 DIGHTON AVE  
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MIKE GOODENOUGH	15 BUDDING RIDGE SOUTHINGTON, CT 06489 US
MANAGER	JASON SOARES	31 PARKER FARMS RD WALLINGFORD, CT 06492 US
MANAGER	ANDREW JOSEPH WILKINSON	410 DIGHTON AVE TAUNTON, MA 02780 US
MANAGER	GOKUL SHAH	434 WEST MIDDLE TPKE APT 122 MANCHESTER, CT 06040 USA

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

managers.

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

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

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

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of March, 2022,**  
**ANDREW WILKINSON**

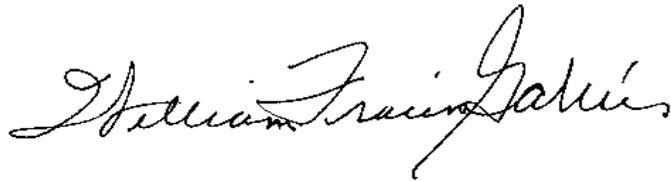
*(The certificate must be signed by the person forming the LLC.)*



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:

March 03, 2022 02:07 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Himalayan High LLC Financial Overview and Business Plan

## Overview:

Himalayan High LLC, a Massachusetts corporation, has secured funding commitments totaling \$2,500,000 which will be immediately available to the company upon receipt of a license for Retail Marijuana Entity from the state of Massachusetts Cannabis Commission to Retail, and sell cannabis to consummate a lease agreement on a parcel of land to serve as an Indoor Cannabis Recreational Facility. The company has a fully executed purchase agreement for the sale transfer of land within the town of Becket, Massachusetts. The town of Becket, Massachusetts has approved our community host agreement for the Retail Marijuana Establishment. The newly constructed retail site will include the installation of a state-of-the-art security system to help prevent theft and intrusion with 24hr active security monitoring.

The company has developed, with the assistance of consultants, architects, contractors, electricians, suppliers and the remainder of its team, an operational project plan (the “Operational Plan”) to ensure it achieves operational status within three months. In accordance with the Operational Plan, the company plans to allocate.

<b>Runrate</b>	
Building	549,000
Goodwill (intellectual property)	500,000
estimated cost of build out	200,000
COG 1 month	500,000
insurance	4,500
salary	400,000
utilities	40,000
accounting and legal fees	50,000
Security	35,405
Reserve fund	225,000
<b>Total</b>	<b>2,503,905</b>

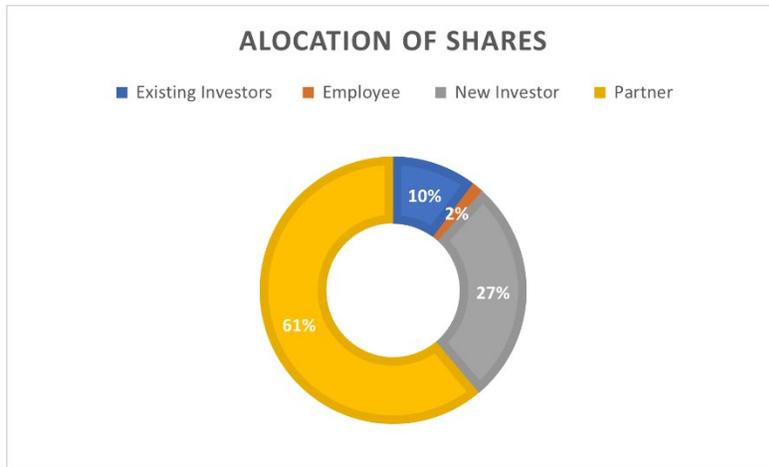
The company intends to establish itself as a retail recreational marijuana establishment using state-of-the-art Point of Sales and exceptional methods of training for the highest-level customer service to promote the high-quality service intended to be among the leading in the industry as a Retail Marijuana Establishment.

## Capital Structure:

The Applicant, Himalayan High LLC, was incorporated in the state of Massachusetts on November 24, 2020 as a limited liability company. The initial shareholders of the corporation are Andrew Wilkinson, Gokul, Jason Soares, and Michael Goodenough holding approximately 15% each. Additional shares will be issued to debt investors and key employees of the corporation once operations commence. The corporation’s registered agent in the state of Massachusetts is Andrew Wilkinson at 410 Dighton Avenue, Taunton MA. The initial shareholders committed equity proceeds of \$2,500,000 immediately upon approval of the license application.

## Himalayan High LLC Financial Overview and Business Plan

\$2,500,000 has been committed by a group of investors, ranging from friends and family to financial institutions. The total sum of 40% of the company's value will be allocated to the allotment of investors. There will be a total of 6750 shares which is the equivalent total to the estimated company value of 6,750,000. Each share is valued at \$1000.00 dollars and 2700 of the available 6750 shares will be allocated to the investors.



### Allocation of Funds:

The Applicant has entered into lease agreement regarding a 5-acre plot of land at 2727 Jacob's ladder b. The monthly rent for the lease agreement will be X amount and years 2023- will be a sum of x amount monthly thereafter. The lease agreement will be for a total of twenty years therefore

Our facility will be renovated as per our engineering designs. The expected total cost of renovations, which include interior cosmetics, cabinetry and electronics and security along with parking lot and additional work such as signage and ramps would be within our \$250,000 budget.

The layout design will include a separate inventory vaulted storage room secure inventory vault integrated with a monitored interface. The building will be equipped with various security technologies to include access control, lighting, video surveillance, burglary and fire alarms. The systems will have built in redundancy, automated alarm/malfunction reporting and the ability to directly report to the local police department if authorized.

All restricted production rooms, cages and vaults will be provided with electronic access control systems that require credentialing for authorized users only. Employees will have to present up-to-date credentials to access the entrances to the building. In addition to the credential the system design will include biometric access control (i.e., fingerprint readers) to access each restricted area. The design will include access control on the interior side of the restricted space to provide a date/time audit of when employees exit a particular location.

## Himalayan High LLC Financial Overview and Business Plan

The remaining funds will provide for pre-operational startup costs, and working capital. Details of the significant components of the building are included in the graphic on the prior page.

### Project Objective and Summary:

The initial phase of the project will include a 2,300 square foot retail establishment of which the ground floor will be for customer traffic and the second floor will be devoted to secure storage and office space. Retail is anticipated to commence beginning upon completion of the startup activities, building upgrades and enhancements as well as receiving a retail license. Immediately following approval, inventory will be purchased wholesale from in state distributors and stocked onto shelves. The establishment will consist of 6 registers and be able to satisfy 60 customers per hour. Inventory will include flowers, pre-rolls, concentrates, consumables, cartridges, glass and other merchandise. A detailed breakdown of inventory cost of goods and profits are located below. The initial three months will be used to identify and learn to cater to our specific market and consumer base.

### Revenue Breakdown:

The first year of retail is included in the following chart (Year 1) and represents the first 12 months of sales. Staffing for reception, the sales floor, and cashiers will be engaged and trained in the months before doors open to the public. Included in the cash projection below are Dispensary profits which include a daily, monthly, and a first-year profit and cost forecast. A further breakdown of profits can be found in the following chart titled Dispensary COGS Breakdown. Daily numbers are a product of an assumed number of customers per day with an average spending per customer. These assumptions are based on actual numbers and data from Fine fettle dispensaries.

<b>Dispensary Profit</b>			
	<b>Day</b>	<b>Month</b>	<b>Year</b>
<b>Net</b>	\$ 16,129.00	\$ 500,000.00	\$ 6,000,000.00
<b>Cost</b>	\$ 6,575.00	\$ 300,000.00	\$ 3,600,000.00
<b>Profit</b>	\$ 9,554.00	\$ 200,000.00	\$ 2,400,000.00

## Himalayan High LLC Financial Overview and Business Plan

Dispensary COGS Breakdown			
Expense	Cost	Retail	Profit
Flower /lb	\$2,000.00	\$6,400.00	\$4,400.00
Prerolls	\$ 8.00	\$ 30.00	\$ 22.00
Distillate	\$ 15.00	\$ 90.00	\$ 75.00
Consumables 1g		\$ 300.00	\$ 300.00
Cardrige 1g	\$ 17.50	\$ 90.00	\$ 72.50
Cardrige .3g	\$ 20.00	\$ 55.00	\$ 35.00
wax .5g	\$ 25.00	\$ 35.00	\$ 10.00
Glass			\$ -
Merchandise	\$ 12.00	\$ 30.00	\$ 18.00

<b>3 Year Net Forecast</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Revenue</b>	\$1,500,000	\$6,000,000	\$8,000,000

### Sources and Uses of Capital Raised:

Himalayan High has developed detailed projections of revenue, cost and investment requirements in order to ensure adequate funding for the anticipated buildout and conversion of the leased building, the added security and the other enhancements discussed above as necessary to ensure an exceptional retail experience. A detailed forecast of capital expenditures during the initial upgrades to the building and completion of the renovations is shown below as encompassing the last three months of Year 0.

### Use of funds

Function	Item	Quantity	Cost	Units	Cost
Dispensary	Interior Construction	1	\$100,000.00	2400 sq ft	\$100,000.00
Security	Secured Product Locker	2	\$340.00		\$680.00
Security	Safe	1	\$585.00		\$585.00
Dispensary	Display Case	1	\$3,200.00		\$3,200.00
Dispensary	Display Shelves	0	\$0.00	Included in Buildout	\$0.00

## Himalayan High LLC Financial Overview and Business Plan

Dispensary	Furniture	1	\$5,000.00	Breakroom, Patient Consult, etc.	\$5,000.00
Dispensary	Computers	10	\$750.00		\$7,500.00
Dispensary	Printer	1	\$200.00		\$200.00
Product	Digital Scales	2	\$100.00	For client packaging	\$200.00
Security	Motion Detection	1	\$2,995.00	21 devices	\$2,995.00
Security	Video Monitoring	1	\$15,995.00	25 devices	\$15,995.00
Security	Access Control Installation	1	\$7,495.00	12 devices	\$7,495.00
Dispensary	Engineering Plans	1	\$5,700.00		\$5,700.00
Dispensary	Architecture Plans	1	\$4,100.00		\$4,100.00
Security	Fire Protection	1	\$7,995.00		\$7,995.00
Dispensary	Humidity Control Bulk Storage	1	\$10,000.00		\$10,000.00
Product	Pipes; Vapes; Tincture; Bongs; Lighters	1	\$1,500.00	Initial Inventory	\$1,500.00
Dispensary	Network & Software Configuration	40	\$75.00	hours	\$3,000.00
Dispensary	Electrical backup (generator)	1	\$15,000.00		\$15,000.00
Dispensary	COGS	1	\$300,000.00		\$300,000.00

### Personnel and Management:

Himalayan High LLC executive management will be led by Michael Goodenough, Jason Soares, Gokul Shah and Andrew Wilkinson, each initially 15% owners of the corporation. Andrew has a Bachelor's degree in Laboratory Science, carries 15 years of cultivation experience, and has led and founded multiple companies in the hemp and extraction businesses. Andrew has a track record of increasing sales and profits in businesses he has led and managed. Andrew has innovated the organic chemical process of cannabis distillation and purification. Jason brings over 20 years of experience in applied sciences and precise data collection from his previous work as a cardiac research assistant and high school science teacher. For the past several years he has worked to develop detailed, reliable cannabinoid extraction and purification techniques using natural organic solvents and commercially available equipment. A passion for gardening and a knack for problem solving make him a natural fit for the rapidly growing cannabis industry. Michael has extensive experience with security and compliance for over 25 years. Mike has led his team to innovate in the areas of cultivation, extraction and manufacturing of cosmetics and supplements using cannabinoids from commercial hemp. He brings leadership and extensive experience in the process of cannabinoid extraction using simple ethanol and short path fractional distillation. Michael is a veteran of the US Marine Corps and his family are 5th generation farmers in Northern Connecticut. Gokul Shah has years of expertise in the retail and

## Himalayan High LLC Financial Overview and Business Plan

wholesale industry. Obtained a Bachelor's degree in Finance from Central Connecticut State University in 2015. Also has owned or Operated as a Manager Multiple Retail locations.

Operations personnel, including management, compliance, customer service reps and cashiers will consist of 70percent of local hires from the town of Beckett or surrounding areas. The diversity of the employment will be but is not limited to minorities, women, seniors', veterans and those negatively impacted by the drug war. From the initial phases of the company throughout its existence, the emphasis will be on achieving a diverse workforce drawn together by common objectives. The company seeks to pass on its knowledge and experience to its employee team to build a consensus on the goal of producing a quality product. Employees will cross train in duties and responsibilities to achieve a team knowledgeable in all aspects of the business and providing a better workplace structure.

### Marketing Strategy:

The marketing strategy will consist of multiple components to enhance customer access and sales approach. As a company we will utilize multiple platforms such as I Heart Jane, Blaze and other social media outlets specific to the cannabis industry. I Heart Jane will be specifically utilized for ecommerce; it will allow customers to access our company web page and navigate through our products and also view any promotions or events. Blaze will be the POS system used inside of the dispensary. It will give customers accessibility to our products and descriptions of the different products carried in the Marijuana Establishment. Other Social Media Platforms that we intend to use to share the location and Products of our Marijuana Establishment include Leafly and Weed Maps. These alternate platforms will allow us to advertise our location on a broad map of other Marijuana establishments and share our inventory with multiple users. Lastly, we will utilize marketing strategies such as Geo fencing and Geo tagging to help steer marijuana consumers to our location.

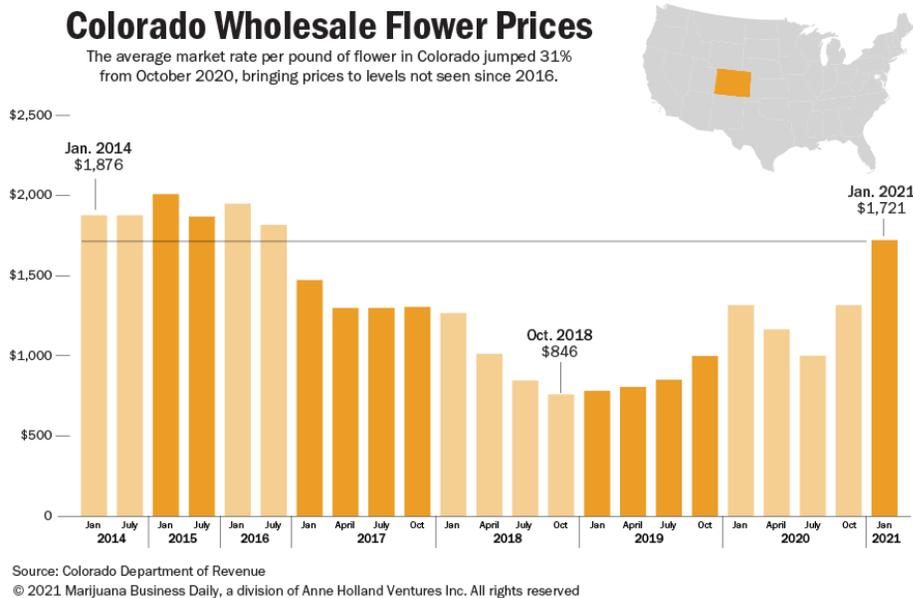
### Retail Recreational Market in Massachusetts:

As of July, 2021, the Massachusetts Cannabis Commission has approved 862 applications for licensed cannabis establishments. Of these, 351 are for retail outlets, 196 are for manufacturing cannabis products, and 262 for the cultivation of cannabis. As a comparison, the state of Colorado currently has well over 500 licensed retail outlets which, in total, recorded recreational cannabis sales of \$1.4 billion in 2021, the most current data available. This yields average retail sales of \$2,800,000 for each licensed retail outlet. With a population of 5.7 million, Colorado has one licensed retail outlet for each 11,000 citizens. Applying this experience to the Massachusetts experiment, the state's 6.9 million population will require 627 retail outlets, which at Colorado's current proven monthly sales of \$254,545 per outlet will produce a state-wide market with monthly sales of \$130 million.

### Pricing:

## Himalayan High LLC Financial Overview and Business Plan

As exhibited above, the Colorado experience serves as an excellent source for understanding the business dynamics of the legalized recreational marijuana market. With over 8 years of legalized cultivation and retail sale of marijuana, Colorado's market is beginning to sort out the novelty of the experience and align cultivation with retail sales bringing stability into the market. Colorado's wholesale prices for marijuana have experienced a substantial correction over the past years. Wholesale spot market prices for marijuana are currently \$1,316 per pound.



While we anticipate that when the current market starts in Massachusetts, prices will be approximately \$2,200 per pound (\$4,840 per kilogram) selling directly to retailers, a premium of 45% over our target long term wholesale price. As the market stabilizes, however, that price will adjust as it has in Colorado to approximate Colorado's more stabilized market of today of \$1,700 per pound (\$3,300 per kilogram). The economics included in this business plan utilize the conservative price of \$1,500 per pound (\$2,785 to \$3,485) per kilogram based on trim and flower stock) after the initial year of operations.

### Sales Approach:

In a highly regulated market where advertising and marketing is limited, we plan on carrying a diverse portfolio of products that will serve a multitude of various customers. Our training and preparation will allow us to provide exceptional customer service experience. Our professionally trained staff and POS technology will allow for a smooth flow of ordering to receiving products and product knowledge.

### Insurance:

When Himalayan High LLC is awarded a marijuana retail license, by the Cannabis

## Himalayan High LLC Financial Overview and Business Plan

Control Commission's, AFS&V is fully Prepared to provide appropriate liability insurance as required by the Cannabis Control Commission. As Reflected by this letter agreement AFS&V will work with Himalayan High LLC to provide Liability Insurance with a \$1,000,000 per occurrence \$2,000,000 Aggregate with a \$0 deductible, Workers Compensation Insurance, Property Insurance, Business Income, Cyber Liability, and Umbrella Coverage.

# Himalayan High LLC Financial Overview and Business Plan

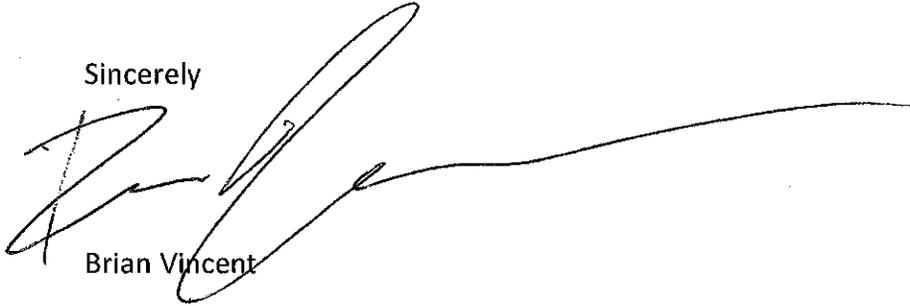
## Himalayan High LLC Plan to Obtain Liability Insurance

Himalayan High LLC has contacted AFS&V Insurance Inc in response to the Cannabis Control Commission's Notice to obtain liability insurance.

Himalayan High LLC is awarded a marijuana retail license, by the Cannabis Control Commission's, AFS&V is fully Prepared to provide appropriate liability insurance as required by the CCC. As Reflected by this letter agreement AFS&V will work with Himalayan High LLC to provide General Liability Insurance with a \$1,000,000 per Occurrence \$2,000,000 Aggregate, and \$2,000,000 Product Liability with a minimum \$5,000 deductible.

Any questions please do not hesitate to contact Brian Vincent of AFS&V at (860)-668-3960.

Sincerely

A handwritten signature in black ink, appearing to read 'Brian Vincent', with a long horizontal flourish extending to the right.

Brian Vincent

Account Executive

AFS&V Insurance

## **Restricting Access to Age 21 and Younger**

The following safety protocols will be put in place to ensure that no marijuana or marijuana products are accessible to anyone less than 21 years old. Entry into the establishment will require proof of identification in the form of a driver's license, passport, or other government issue identification method approved by the CCC.

Prior to entering the retail area, an employee of Himalayan will check each individual's identification before given access into the establishment through a locked door. All labeling and marketing material will be in compliance with CMR 500.105 (4), (5), and (6) concerning marketing, advertising, labeling, and packaging of marijuana and marijuana products, including any warnings limiting use to those over 21.

Himalayan also has plans to avoid the illegal transfer of marijuana to underage individuals by training staff in security measures and following all safety requirements, including camera and outdoor lighting requirements. All safety plans will be shared with local law enforcement and emergency responders. All employees will be 21 or older at the time of hiring. All marijuana products ready for distribution will be stored in a locked vault in a room that will be accessible only to authorized employees of Himalayan. Additionally, the following will be enacted:

- Himalayan's logo shall be free of any marijuana or marijuana culture-type references, medical symbols, images, related paraphernalia, or colloquial references to cannabis pursuant to 935 CMR 500.105(4)(a)(1).
- Himalayan anticipates being active in the community of Beckett. The management and team pledges to withhold any branding, advertising, or marketing items, signage, etc. charitable, fundraising-type events, unless the event is reasonably expected to have at least 85% of the attendees are 21 or older. Himalayan would request from the sponsoring committee that the age data be determined by a reliable audience demographic source.
- Our website will have a verification page regarding age of 21 or older before anyone may access the site.

Himalayan's marketing, advertising and PR campaigns shall be limited to State (MA) adult use consumers. Himalayan's sales and marketing team shall vet the customer base to ensure our product is being sold and distributed to compliant parties who comply with the Restricted Access legislation, advertising and marketing regulations set forth by the State.

- Himalayan's marketing and advertising practices shall be age conscious in the development and publishing of any marketing materials or advertisements so as not to engage or encourage use in individuals younger than 21 years old, i.e.:

(1) There shall be no comic or cartoon characters used on packaging

or labeling, or on our website;

(2) All marketing, branding and advertising materials shall include the statement: “Please Consume Responsibly” in a conspicuous manner on the front of the advertisement and contain a minimum of two warnings in their entirety (shown below) in a conspicuous manner on the face of the advertisement:

(a) “This product may cause impairment and may be habit forming;”

(b) “Marijuana can impair concentration, coordination and judgement. Do not operate a vehicle or machinery under the influence of this drug;”

(c) “There may be health risks associated with consumption of this product;”

(d) “For use only by adults 21 years of age or older. Keep out of reach of children;”

(e) “Marijuana should not be used by women who are pregnant or breastfeeding.”

- All branding, advertising, marketing and public relations (PR) materials for Himalayan shall include the following warning, including the capitalization, in accordance with M.G.L. c 94G § 4(a<sup>1/2</sup>)(xxvi):

“This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product.”

“KEEP THIS PRODUCT AWAY FROM CHILDREN”

“There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two (2) hours or more. In case of accidental ingestion, contact poison control hotline 1-800-22-1222 or 911. This product may be illegal outside of MA.”

- Himalayan shall not engage in branding, advertising, and marketing in any manner that may be deemed deceptive, false or misleading or creating impressions directly or by ambiguity or omission;

Himalayan shall support all local and State mandates and educational programs targeting awareness of the restriction of access to individuals 21 and older. Himalayan shall work with their customer-base to strengthen their marketing and advertising campaigns educating consumers

regarding adult use marijuana and regulations affecting same.

# 1 HIMALAYAN HIGH'S OVERVIEW OF QUALITY CONTROL AND TESTING

---

## Quality Assurance Pre-Licensing Report

### 1.1 QAP PRE-LICENSING REPORT, DUTIES AND RESPONSIBILITIES

Himalayan High (“HH”) shall develop good documentation practices (GDP) defining requirements for all documents that affect the acceptability of materials, processes or products. The Quality Assurance Person (QAP) of HH shall supervise the implementation of GDP and is responsible for assuring that all personnel involved in generating, completing or reviewing data are trained in the requirements of GDP. All documentation generated in the course of business will be permanent, legible and accurate. All entries will be made promptly, be complete and will clearly represent the activities executed. All records will include sufficient detail to demonstrate compliance with the established procedures and allow an event, activity or process to be easily reconstructed at a later date. The GDPs are described in HH’s SOPs on which staff and contractors shall train and regularly review.

The QAP will sign and date a document that includes a CV in respect to the proposed licensed activities and the requirements of 935 CMR 500.000. Included with this documentation will be a report establishing that the buildings, equipment, and proposed sanitation program to be used in conducting the proposed activities will comply with the requirements of the regulations.

The following discussion provides a discourse of technologies, methodology, facility design and functional descriptions, equipment, specific protocols and company philosophy that are the core of the entity, Himalayan High. The Company’s expectation of its employees shall be the safe, sanitary and fair-minded professional philosophy practiced at all times in the daily manufacture of critical compounds from Cannabis plants to produce superior quality, efficacious products. The QAP ensures the development of this philosophy through consistent reminders and enforcement of a clean, sanitary facility and promoting individual ownership of culture by setting the example of wearing personal protective clothing and equipment (PPE) daily or when warranted.

### 1.2 GMP DISCUSSION

HH is committed to serving clients and providing Cannabis products to address consumer needs and desires. HH shall distribute Cannabis that provides the optimal consumer experience and encourage a commitment to healthy lifestyles and mindfulness of well-being. To this end, the following precepts shall apply:

- GMP manufacturing validated SOP’s
- Cleaning and process performance validation

- Developing qualified and validated Dispensing methods
- Ensuring safe, sanitary dispensing operations
- Installing pharmaceutical GMP quality systems
- Performing daily Good Manufacturing Practices (GMPs)
- Adhering to International Council for Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) guidelines for drug development (reference and future commitment)

## 2 HIMALAYAN HIGH'S OVERVIEW OF QUALITY CONTROL AND TESTING

---

- Performing and preparing Quality audits and supplier qualification for manufacturers of supplies and intermediates
- Developing protocols for corrective and preventative actions (CAPA) and process and product risk mitigation strategies
- Creating and submitting Batch sheets and Batch record review
- Testing all Cannabis products through a licensed analytical lab prior to sale to RMD's

HH will operate according to a pharmaceutical model of drug manufacture to bring the highest quality and most efficacious Cannabis products to the Massachusetts population.

### 2.1 ENABLING GMP OPERATIONS

Equipment used in the distribution of Cannabis products by HH shall be designed to ensure suitability for intended use, maintenance, calibration, and validation of computerized systems utilized for the manufacture of Cannabis. Operations will principally follow the GMP Guidelines Q7A Section V, title "Process Equipment", subsection A (Design and Construction), subsection B (Equipment Maintenance and Cleaning), subsection C (Calibration), and subsection D (Computerized Systems). Process Validation to verify manufacture of quality Product will principally follow FDA GMP Guidelines as per Q7A Section XII, "Validation", subsection A (Validation Policy), subsection B (Validation Documentation), subsection C (Qualification), subsection D (Approaches to Process Validation), subsection E (Process Validation), subsection F (Periodic Review of Validated Systems), and subsection G (Cleaning Validation).

All areas used by HH shall have adequate work areas and equipment for the intended task. The facility shall have ample space, a clean environment, appropriate construction, lighting, ventilation, heating, cooling, plumbing, washing and sanitation. Equipment will not contaminate products or otherwise react with, add to, or be absorbed by product and will be properly maintained, calibrated, cleaned, and sanitized at appropriate intervals. (See appendix for list of rooms, size and functions)

HH will have procedures that describe the handling, review, acceptance, and control of material used in the manufacture of products. All materials, equipment and facilities used in the manufacture of 5<sup>e</sup> Sorcier product shall be traceable to source and product batches shall be lot number controlled through Ample Organics software.

## **2.2 THIRD-PARTY ANALYTICAL LABORATORY TESTING**

An independent third-party lab licensed by Cannabis Control Commission shall be engaged. All HH products shall receive a certificate of analysis prior to further processing, packaging or distribution.

Labs will be evaluated on:

- Identity Methods: methods used to define the identity of components in a sample such as the API, cannabinoid profile, or impurities in the product.

### 3 HIMALAYAN HIGH'S OVERVIEW OF QUALITY CONTROL AND TESTING

---

- Content Methods: methods used to define the content (amount) of component(s) in a sample, for example, a method to determine the total concentration in mg/mL of API in a product manufacturing intermediate.
- Limit Assay: methods primarily used for cleaning assays; used to demonstrate that specified component(s) are below a specified threshold.
- Impurity Assays: identity methods and/or content methods in nature use to establish identification and amount of impurities in product.

The analytical testing laboratory will be a check for quality assurance as an independent unit of the HH quality organization.

#### 3.1 SOPS, GAS CODES, SAFETY IN THE WORKPLACE

The HH team developed a robust set of standard operating procedures (SOPs) that are fully auditable, compliant and certified as cGMP by a nationally approved third-party compliance and oversight association - Foundation of Cannabis Unified Standards (FOCUS) affiliated with the American Society for Testing and Materials (ASTM).<sup>(2)</sup> FOCUS is an international organization working to unify the push for standardization of compliance for medical marijuana production.

In addition, the team's experience amongst the staff is reflected in their strong foundations of professionalism. The individualized SOPs cover all aspects of the handling of Cannabis, including dispensing, storage, packaging, labeling, handling, tracking, transfer of products containing Cannabis and Cannabis waste. The SOPs are heavily oriented toward Quality Assurance, Safety/Maintenance, Distribution. The staff shall have an SOP for every piece of equipment for our trained operators and maintenance and employee safety in the Dispensing Area.

#### 3.2 CLEAN, SAFE WORK ENVIRONMENT

Of paramount importance is a clean, safe environment, sterilized, and segregated from other plant processes where critical and tasks related to this maintenance are performed daily. The SOPs will reflect this emphasis in the daily functions. All enclosures are well ventilated. Any flammable solvent storage shall be outside and in certified storage receptacles. Only clean chemicals or small volume containers of solvents used in processes occurring daily will be kept inside the facility in designated safe areas, i.e. chemical storage.

No organic solvents or highly flammable or toxic compound shall be used. All areas in the facility shall follow national gas codes. HH shall maintain proper solvent storage and operational permits

as well as complying with all regulations and passing inspection for any applicable fire, safety, and building codes pertaining to the use and storage of the equipment.

The facility shall operate a fully compliant, air filtered environment in accordance with NFC division B 4.1.7.3.4.1.7; Ventilation section 4.1.7.1.

All equipment shall be maintained and serviced on a regular basis as per Calibration and Maintenance SOP. Safety is always first at Himalayan High,

## 4 HIMALAYAN HIGH'S OVERVIEW OF QUALITY CONTROL AND TESTING

---

### 4.1 GENERAL SOPs, SANITATION, TRAINING AND IMPLEMENTATION

Sanitation in processing areas shall be required at all times. The facility will enact good sanitation practices, cGMP's, and food safety procedures. Tables shall be sanitized every day and during work change, equipment cleaned with isopropyl (99%) alcohol or other sanitization agent. The floors mopped and walls bleached/sanitized weekly, or as needed; rubber mats cleaned and pressure washed weekly. Employees will be educated and tested on the standards for safe and sanitary execution of any applicable processes, including any applicable food safety standards conducted on an annual basis.

HH's SOPs shall be available both in hard copy and Intranet site for employees. The hard copies will be in HR, Break Room, and Dispensing Area. Management and employees shall create a culture of compliance that incorporates following procedures, 'start clean, stay clean' sanitation, and attitude of workforce equality.

Processes and procedures for sanitization and inspection of cannabis for contamination and damage start with "start clean, stay clean" The delivery area will be kept clean and sanitized following SOPs written to cover same. Equipment and surfaces, including floors, counters, walls and ceilings, shall be cleaned and sanitized as frequently as necessary to protect against contamination. Litter and waste shall be properly disposed and the systems for waste disposal shall be maintained to prevent the litter and waste from becoming a source of contamination in areas in which Cannabis may be exposed. Hand-washing facilities shall be available and where good sanitary practices require employees to wash and sanitize their hands. Any employee working in direct contact with Cannabis is subject to the same restrictions and regulations as food handlers.

Cannabis shall be stored correctly in sanitary, environmentally controlled areas that are secure and surveilled. The facility will verify that all incoming or dispensed products will be tested for potency and contaminants prior to dispensing of Cannabis or plant products. All products will have a "test passed" signature, as well as a test passed, marked passed in the Metric system in order for process validation.

### 4.2 SOPs FOR SPECIFIC EVENTS

SOPs also cover specific protocols relating to events requiring specified actions and reports, i.e. recall, adverse reaction, reporting diversion or theft, and destruction of product. For instance, specific regulations detailed in the SOP for Destruction of Product to be witnessed in the presence of at least two persons who are qualified to witness the destruction. They are required to sign off on the destruction of Cannabis products. Employees responsible for witnessing destruction of Cannabis products will have a checklist of procedures in order to ensure proper documentation practices/destruction and sign off. All the above is recorded in the company's tracking software.

### **4.3 PRODUCT STABILITY**

HH will demonstrate the stability of each product produced by performing stability testing that will:

## 5 HIMALAYAN HIGH'S OVERVIEW OF QUALITY CONTROL AND TESTING

---

- Determine the stability and expiration date of the final distributed cannabis product. The expiration date will be validated and stable under the specified storage conditions (light, temperature and humidity) when opened;
- Identify the shelf-life and expiration date of unopened cannabis products (e.g., packages).
- Shelf-life determinations will be validated by ongoing stability testing according to a schedule determined by the QAP; and
- Specify storage conditions once the package is sealed, during transport, at the dispensing facility, in the consumer's home, and for samples retained for future testing.

The HH stability testing plan will consist of accelerated stability @ 40 °C 75% Relative Humidity ("RH") for up to six months and long-term room temperature stability @ 25 °C 60% RH for 3, 6, 9 months and yearly thereafter. Based upon the product or cannabinoid concentrate characteristics alternate storage conditions, ICH guidelines may be utilized. Stability testing requirements will be defined in a written protocol and will include:

- Sample size and test intervals based on statistical criteria for each attribute examined to assure valid product stability and expiration dating;
- Storage conditions for samples retained for testing;
- Reliable, meaningful and specific test methods; and
- Product testing in the same container-closure system as the product is distributed.
- An adequate number of batches of each product, dosage form and packaging format will be tested to determine an appropriate expiration date.

The goals of the HH team are to produce the finest quality cannabis crops for the RMD in the safest possible environments for human health and safety. This extends from the RMD to the consumer. HH is fortunate to have licensed cultivators in their network and potential customer-base to work together to bring a new era of wellness to the Massachusetts population.

## Record Keeping Policy and Procedures

Flowing like a stream, record keeping touches every part of the cultivation process from beginning intake of the first seed or clone in propagation through to the shipment of the product to customers. In other words, record keeping does not sleep, nor does it stop unless it is programmed to stop. This process touches all people, product, production, through all the supply chains and operational processes right into the hands of the customer. Record keeping is the life-blood of a business and therefore, must be monitored regularly and only key personnel and trained data technicians are allowed to input into the State approved system - Metrc.

Metrc is a compliance management solution used by regulatory bodies for the oversight of the marijuana industry in each state where Metrc is deployed. It is a cloud-hosted online reporting system used by licensed medical marijuana businesses to manage and report supply chain activities as required by MA regulations. Metrc is a seed-to-sale software meeting all the requirements for the assignment of the 16-digit barcode identifying tracking number following the seed through its entire “life-span” until its essence becomes sold as product

HH recognizes that all written required records are subject to State inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (1) Writing operating procedures as required by 935 CMR 500.105(1);
- (2) Inventory records as required by 935 CMR 500.105(8);
- (3) Seed-to-sale tracking records for all marijuana products pursuant to 935 CMR 500.105(5)(e);
- (4) Personnel records:
  - (a) Job descriptions for each employee and volunteer positions, if applicable as well as organizational charts consistent with the job descriptions;
  - (b) Personnel record for each employee. Records to be kept for at least 12 months after termination of the individual’s affiliation with HH and shall include at a minimum:
    - (i) all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - (ii) documentation of verification of references;
    - (iii) the job description or employment contract includes duties, authority, responsibilities, qualifications, and supervision;
    - (iv) documentation of all required training, including training regarding privacy and confidentiality requirements, and signed statement of the individual indicating the date, time, and place he or she received said training and the topic/s discussed including the name and title of presenters;
    - (v) documentation of periodic performance evaluations;

- (vi) a record of disciplinary action taken; and
  - (vii) notice of completed responsible vendor and eight-hour related duty training;
  - (c) A staffing plan that will demonstrate accessible business hours and safe dispensing conditions;
  - (d) Personnel policies and procedures; and
  - (e) All background check reports obtained in accordance with 935 CMR 500.030
5. Business records, which shall include manual and computerized records of:
- (a) Assets and liabilities;
  - (b) Monetary transactions;
  - (c) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - (d) Sales records including the quantity, form, and cost of marijuana; and
  - (e) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with HH, including members of non-profit organization, if applicable;
  - (f) Waste disposal record as required pursuant 935 CMR 500.105(12);
  - (g) Should HH close, all records must be kept for at least two years at the expense of the Marijuana Establishment (ME) and in a form and location acceptable to the Commission.

### **Software, IT, and Redundant Storage**

Himalayan High LLC (HH) shall keep both manual/tablet notes as well as data entry into the Metrc software as it relates to all things bought, sold, destroyed, etc. Notes from daily sales ops, will be written in a log for that department and entered into the HH's inventory tracking software at the end of the shift - two copies, one written hard copy the other electronic. The hard copies will be kept in the Departments' binders at the computer desks. All raw data is signed off and dated by a team supervisor prior to entering into the Metrc.

HH's data system will be housed on in-house secure sequel (SQL) servers. A backup system shall be installed for both redundancy and employee accountability, i.e. Amazon S-3 Cloud used by Bristol-Myers Squibb, NASDAQ, Redfin, etc., as it is HIPAA (the [U.S. Health Insurance Portability and Accountability Act \(HIPAA\)](#)) compliant. This shall allow HH to leverage the secure AWS environment to process, maintain, and store protected information and provide compliant archival storage space where management can monthly scan and upload our manually retrieved data. All information contained in the binders shall be stored in their original state for four years in a safe records room area on-site.

Of course, some of the raw data sheets may be written in black ink as some areas may record data by hand, rather than tablet.

Metrc was developed and released for "cannabis-specific" tracking, inventory management and cultivation systems. It has an excellent track record in the private growing sector and has been used for government agencies seeking to track inventories for government-licensed business, i.e. grow-ops, dispensaries, State licensees.

The Metrc reporting module can generate daily reports for HH's inventory, acquisitions, harvests, sales, disbursements, and disposals. These records are kept indefinitely. Whether receiving product or harvesting, the system can keep full record of who is providing the marijuana and or marijuana-infused products. The System will record any of the following – dates of transfers and transactions, batch numbers, quantity, product weight, usable amount in each infused product and the agent's registration card number. This information may be pulled at any time period in the reporting module.

And, of course, this system may be customized specific to workflow or SOPs.

### **Inventory, IT Oversight and Supervisory Responsibilities**

HH will be extremely particular on whom is trained to enter information into Metrc. Initially, the IT director will be in charge of oversight of the software and the install with the help of the on-site Metrc field representative who are contracted for the set-up and site "hand-holding" until IT feels fully educated and confident. IT and the Metrc training team will train management personnel either on-site or via electronic means, i.e. Skype in the functions of the product. In each department, ideally, there will be at least one 'super-user' who is allowed access to all functions for report generation. Data entry will be restricted to those employees and areas that are involved with input from their particular department, only. For example, A hostess will not be able to sign into or have access to product inventory systems.

The following is a sample of basic data that would be tracked in everyday record keeping:

1. The number, weight and type of products being sold during the day
2. The number, weight and type of products in inventory
3. The number of damaged, defective, expired or contaminated products awaiting disposal.

Monthly reports on inventory records shall be evaluated by the various department managers as part of comprehensive inventory reviews to examine every aspect of the medical marijuana growth progress monitoring fertigation as it relates to CBD, THC, THCA, etc. levels, dry weight yields vs. harvest weight, disease and/or insect pressure observed, etc. These comparisons will be done and discussed on a regularly scheduled (monthly) Quality Assurance meeting. In addition, there will be a semi-annual comprehensive inventory review of seeds, immature medical marijuana plants, medical marijuana plants and medical marijuana product in storage for future sale.

### **Equipment, Operation and Maintenance Records**

HH working credo is "Start Clean, Stay Clean." The equipment and areas in which we work will be maintained to the highest FDA standards of cleanliness with documented logs and checklists daily. Maintenance records are much easier to keep when the equipment requires only minor repairs and that is what regular respect to our systems and machinery will provide.

The Sanitation Program will meet or exceed the standards set forth for cGMPs in food handling and the USDA Sanitation Performance Standards outlined in the compliance guide where applicable to medical marijuana. HH shall adopt and train all employees and contractors on the HH General Sanitation SOP which documents procedures for:

- Sanitation procedures
- Housekeeping practices
- Pre-operational assessment
- Training
- Monitoring
- Accurate record keeping

Each area of HH's Indoor will have a specific sanitation SOP. HH's facility equipment and surfaces, including floors, counters, walls and ceilings, shall be cleaned and sanitized according to SOP in such a manner and with adequate frequency to protect against contamination. HH will only use sanitizing agents registered by the United States Environmental Protection Agency in accordance with the instructions printed on the label. Equipment and utensils shall be designed and of such material and workmanship as to be capable of being adequately cleaned.

### **Equipment Records**

All equipment operations and cleaning will be performed following written SOPs developed with technical and quality experts. All equipment use will be logged with user name, date, time and the batch number of the product processed with the equipment. Equipment and facilities will be tagged according a lock out / tag out system for equipment and facilities under repair / not working. The equipment / facility tagging at shall follow a classification system with four classes; ready for use, in use, in cleaning, under repair / not working.

Additional safety guidelines will be for specific hazards such as:

- ASME certification for all equipment operating under pressure or vacuum
- UL certified electrical equipment

Equipment maintenance and cleaning schedules and procedures will be established for the preventative maintenance of the equipment. Written SOPs will detail the procedures for equipment cleaning and its subsequent release for use in the production of medical marijuana and medical marijuana products. Cleaning procedures will contain sufficient detail to enable operators to clean each type of equipment in a reproducible and effective manner. These procedures will include:

- Assignment of responsibility for cleaning of equipment;
- Cleaning and sanitation schedules;
- A complete description of the methods and materials, including specification of the cleaning agents to be used;
- If required, instructions for disassembling and reassembling equipment to ensure proper cleaning;
- Instructions for the storage and protection of clean equipment from contamination prior to use;
- Inspection of equipment for cleanliness immediately before use;
- Establishing the maximum time that may elapse between the completion of processing and equipment cleaning;
- Instructions for documenting equipment cleaning.

## **Inspection and Testing of Security Equipment**

### **Daily**

HH shall deploy network monitoring software to monitor the health of the storage hard drives, IP-based security devices, encoders, switches, UPS devices, door controllers and electronic access control. This software provides real-time analytics and can pinpoint faults, bottlenecks and performance issues within all IP-based security technologies. The system will provide alarms and messaging to the appropriate stakeholders. This system will optimize efficiency and allow HH to make fact-based planning decisions.

The intrusion system (sensors and components) will be visually inspected daily prior to opening and closing the facility. The visual inspection will entail inspection for cracked housings, frayed or loose wires and evidence of tampering.

HH will keep all security equipment in full operating order and will test such equipment no less than monthly at each manufacturing facility that is operated under the registered organization's registration. Records of security tests will be maintained for four years and made available to the Commission's compliance officer or law enforcement agencies upon request.

### **Monthly**

A designated Security Officer, or technician from the contracted security company, will conduct monthly stay behind tests so that each sensor can be tested for functionality and detection design. The designated Security Officer will document this inspection on the Security Device Testing, Inspection and Service Record Log form.

### **Annual Testing and Review**

A designated technician from the contracted security company, will conduct a full system test so that each security alarm sensor, camera, electronic access control module can be tested for functionality and performance. A designated Security Officer will escort and document this inspection. The contracted security vendor will provide a comprehensive report on findings of the test and any system alterations made of needed.

### **Records Retention and Records**

Per HH's policies, several security related records and documentation are subject to record keeping storage requirements. These records will be stored in a secure location within the confines of the security command center. These are:

- 2 years of video surveillance imagery storage records in a format easily accessed for investigatory purposes
- 2 years of security system inspection, service, alteration and maintenance inspection records
- 2 years of documentation of authorized employees and vendors allowed to access any security and surveillance monitoring or storage areas
- 2 years of copies of the Transportation Manifests

These records will be archived in a locked file cabinet within the security command room. The

security command room is a limited access area where access is limited to select persons. The records will be stored and disposed of per the organizations Record keeping Policy.

### **Inspection / Servicing / Alteration Protocols**

HH's security systems and equipment will be properly inspected, serviced, tested and/or altered to the requirements of the regulations in order to ensure its continuous and effective operation. Records shall be maintained for the inspection, servicing, and the individuals who completed the work as defined in the Operations Equipment Maintenance SOP.

The following apply regarding the inspection, servicing or alteration of, and the upgrade to, the site's security and surveillance systems.

- The systems shall be inspected and all devices tested monthly by a qualified alarm system vendor or on-site Facilities Manager and/or a qualified surveillance system vendor, as approved by the Commission.
- The employee shall conduct maintenance inspections once every month and ensure that all necessary repairs, alterations and upgrades are made for the proper operation of the systems.
- The employee shall retain at the facility, for at least 4 years, records of all inspections, servicing, alterations and upgrades performed on (3) the systems. The records shall be made available to the Commission and its authorized agents within two (2) business days following a request.

In the event of a mechanical malfunction of the security or surveillance system that exceeds an 8-hour period, the grower/processor shall notify the Commission immediately and, with Commission approval, provide alternative security measures that may include closure of the facility.

### **Shipping and Transportation Records**

Pursuant to 935 CMR: 500.105 (13) HH will contract with a third-party State approved marijuana transport for the shipping of marijuana from the growing facility to licensed customers within MA who are engaged in processing/manufacturing of extracted product, edibles, or dried buds.

Manifests shall be generated from the Metrc system and completed in triplicate, with the original manifest remaining with the originating Marijuana Establishment (ME), a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed marijuana establishment's agent during transportation and returned to HH or Transporter upon completion of the shipment. This hard copy to be retained at HH for at least 1 year and available for Commission examination upon request.

Prior to transport, the manifest shall be securely transmitted to the destination licensed customer by email or fax. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.

The manifest shall be printed from information generated from Metrc to include all the requirements pursuant to 935 CMR: 500.105(f)(3)(a-m).

Himalayan High LLC is committed to excellence in record keeping as it will be our benchmark for the season ahead. The management team recognizes the need for accurate data reporting and

recording in production, personnel, operations, cultivation, transportation, financials, safety and security. These processes shall become a part of HH's culture so that record keeping and data collection becomes second-nature in the daily routine.

## Himalayan High Diversity Plan

**Culture** is the learned and shared knowledge that specific groups use to generate their behavior and interpret their experience of the world. (NCCC, n.d.)

**Diversity** is a multifaceted and fluid concept used to describe differences in ethnic or racial identity, tribal or clan affiliation, nationality, language, age, gender identity and expression, sexual orientation, socioeconomic status, education, religion, spirituality, physical and intellectual abilities, personal appearance, and other factors that distinguish one group or individual from another. (NCCC, n.d.)

**Equity** is the opportunity for all people to attain their highest potential through the elimination of avoidable or remediable differences among social, economic, demographic, or geographic groups. Equity is the ethical and human rights principle that serves as the motivator to eliminate disparities.

The following values hold true to our vision, shape how we carry out our mission, and guide how we are expected to treat one another.

- *We take the broadest possible view of diversity, including seen and unseen qualities.*
- *We acknowledge life experiences that make individuals unique.*
- *We encourage all employees to use their unique perspectives to help advance our mission.*
- *We require fair treatment, accessibility, and opportunity for advancement for all employees.*
- *We expect our workplace to be an inclusive environment built on mutual trust, respect, and dignity.*
- *We incorporate diversity, equity, and inclusion in our daily work.*
- *We commit to building a workplace where all employees feel safe bringing their authentic selves to work.*
- *We pledge to identify and eliminate barriers to equal opportunity in the workplace.*
- *We will foster diversity, equity, and inclusion in the banking system consistent with our mandate.*

### **Benefits to both the Business and Employee**

Research has linked improvements in diversity and inclusion to better business performance, responsiveness to customer needs, and team collaboration. Diversity on its own will not necessarily deliver positive results. The key ingredient which transforms the theoretical business case for diversity into bottom line results is inclusion.

While there is growing recognition of how critical diversity and inclusion is to business performance, the importance of equity cannot be ignored. The challenge lies in translating the recognition of the value of diversity and inclusion, into impactful actions and equitable outcomes.

### **Organizations with inclusive cultures are:**

2x as likely to meet or exceed financial targets

6x as likely to be innovative and agile

3x as likely to be high performing

8x more likely to achieve better business outcomes

## Himalayan High Diversity Plan

The ED&I Action Plan is based on several guiding principles that reflect critical concepts and values that should drive organizations (policy and practice standards) and the behavior of individuals within those organizations to assure fairness, equity, and justice for individuals at the intersection of race, ethnicity, gender expression, and disability.

Guiding principles for the ED&I Action Plan are organized by the three global areas addressed in the plan-- **Workforce Diversity, Cultural and Linguistic Competence**, and systems change activities designed to achieve **Local and State Impact**.

***Area 1: Workforce Diversity (WD)**—The workforce will reflect the diversity of racial, ethnic, linguistic, and cultural groups and identities of individuals residing in the U.S, its territories, and the tribal nations, as well as women, veterans, members of the LGBTQ+ community, and people with disabilities, A diverse workforce is associated with reductions in disparities and enhanced organizational effectiveness.*

- The ***Workforce Diversity Guiding Principles*** for the ED&I Action Plan were developed from best practices utilized in university-level diversity initiatives and professional corporations.
- *Valuing Diversity*: Organizations recognize that a diverse workforce contributes to creativity, innovation, perspectives, and knowledge base.
- *Proportionality*: The diversity of a workforce should be reflective of the local and state demographics or greater.
- *Diversity at All Levels*: Workforce diversity should be considered within each level of employment (e.g., entry level positions to supervisory to leadership roles).
- *Looking Above and Beyond the Usual Recruiting Methods*: When recruiting for positions, organizations should recognize limitations of traditional advertising and aim to reach a broader base of applicants by connecting with community organizations.
- *After Recruitment--Retain and Advance*: The retention and advancement of employees should focus on the interests, talents and skills of the workforce, and address structural dynamics that may interfere with equal opportunities for promotion.

**Goal WD-1**: Increase the recruitment, retention, and advancement of individuals from underserved groups, including minorities, women, veterans, members of the LGBTQ+ community, those with I/DD and their families, as full-time and part-time employees with a particular emphasis on customer service, management, , sales, and professional roles. Underserved groups will represent at least 50% of our company, in all levels of service and management.

**Program WD-1.1**: *Himalayan High, LLC* will assure the availability of reliable and accurate data by position for all employees on the race, ethnicity, languages spoken (including American Sign Language [ASL]), gender, and disability or family identity.

## Himalayan High Diversity Plan

**Program WD-1.2:** *Himalayan High, LLC* will increase the recruitment of customer service, sales, professional, and management roles from underserved groups, including including minorities, women, veterans, members of the LBGTQ+ community, those with I/DD and their families, to reflect the diversity of the locality and region.

**Program WD-1.3:** *Himalayan High, LLC* will promote the retention and advancement of management, sales, professional, marketing, and customer service roles for individuals from underserved groups, including minorities, women, veterans, members of the LBGTQ+ community, and individuals with I/DD and their families.

**Program WD-1.4:** *Himalayan High, LLC* will implement mentoring programs designed specifically for management, customer service, professional, sales, and marketing from underserved groups, including including minorities, women, veterans, members of the LBGTQ+ community, and those with I/DD and their families.

**Program WD-1.5:** *Himalayan High, LLC* will increase the diversity of individuals in leadership roles to reflect the diversity of the locality and region.

**Metrics WD-1:** Directors and executives will have a clear understanding of the racial, ethnic, and cultural diversity of *Himalayan High, LLC* faculty and staff. Employees from underrepresented racial, ethnic, gender, linguistic, LBGTQ+, and disability groups will advance in their careers and contribute to the field. Leadership positions within the company over time will reflect the diversity of Berkshire County and the town of Becket.

- *Himalayan High, LLC* shall hire the following and will progress to the following within a 3-year window ( ):
  - 35% women (50%)
  - 10% minorities (20%)
  - 10% veterans (25%)
  - 10% I/DD (10%)
  - 10% LBGTQ+ (10%)
- Documentation of timeline progress for these plans will be evaluated annually during license renewal.

**Goal WD-2:** Increase the number and proportion of individuals from underrepresented racial, ethnic, linguistic, and disability groups entering the cannabis cultivation industry in direct service, supervisory, and management positions to better reflect the diversity of the overall population of the locality and region. Underserved groups will represent at least 50% of our company, in all levels of service and management.

**Program WD-2.1:** *Himalayan High, LLC* will increase the recruitment and retention of individuals from racial, ethnic, linguistic, and disability groups into all levels of company structure.

**Program WD-2.2:** *Himalayan High, LLC* will increase the awareness of career possibilities in cannabis cultivation related professions among middle school, high school, and college students from underrepresented racial, ethnic, linguistic, and disability backgrounds by working with local school guidance departments and town youth programs.

## Himalayan High Diversity Plan

**Metrics** *WD-2: Himalayan High, LLC* managers, trainees, and employees will reflect the diversity of Berkshire County overall, and the town of Becket specifically. Underserved groups will represent at least 50% of our company, in all levels of service and management.

### *Area 2: Cultural and Linguistic Competence (CLC)*

**Cultural and Linguistic Competence Guiding Principles** were adapted from the foundational definitions and conceptual framework developed by the NCCC, based on the work of Cross et al. (1989). For more information, see <https://nccc.georgetown.edu/>.

- **Organizational:** Cultural knowledge and competence, non-discriminatory practice, and equal access must be sanctioned and mandated into policy, infrastructure, and practice of systems and organizations.
- **Practice and Service Design:** Services must be designed to match the unique needs of the individuals, families, and communities they serve.
- **Community Engagement:** Self-determination must be extended to the community level by partnering with natural, informal supports and networks within culturally diverse communities.
- Communities and their members must be full partners in the decision-making process, benefit economically, and engage in reciprocal transfer of knowledge and skills.
- **Language Access:** Services and supports must be delivered in the preferred language and/or mode of delivery of the population served. For written materials, information must be translated, adapted, and/or provided in alternative formats based on the needs and preferences of the populations served. Interpretation and translation services must comply with all relevant Federal, state, and local mandates governing language access. Consumers are engaged in evaluation of language access and other communication services to ensure for quality and satisfaction.

**Goal CLC-1.** Increase the CLC of *Himalayan High, LLC* both as a company and a community employer. Consumer and employee documents will be available in regionally relevant languages, and available to the visually impaired.

**Program CLC-1.1:** *Himalayan High, LLC* will examine the degree to which CLC is manifested in: (a) workforce knowledge, skills, and capacity of the faculty and staff; (b) strategies used to engage underserved communities in the activities of all four core functions; (c) directing investments and resources toward this priority; (d) developing leaders and leadership from underserved groups; (e) ongoing training and self-assessment of CLC for staff and faculty; and (f) ensuring equity in the allocation of resources.

**Program CLC-1.2.** *Himalayan High, LLC* will embed content related to CLC across all core function areas-- pre- service training and continuing education, community services and technical assistance, research and evaluation, and information dissemination.

**Metrics:** *Himalayan High, LLC* will have policies and procedures supporting CLC across all activities. *Himalayan High, LLC* will demonstrate increased organizational capacity in CLC and serve as a model for their industry and communities.

## Himalayan High Diversity Plan

**Goal CLC-2:** Increase the number of community activities that promote leaders and leadership for persons who are members of underserved groups, including women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community. Begin with semi-annual job fairs and educational workshops and increase those to quarterly within 3 years.

**Program CLC-2.1.** *Himalayan High, LLC* will include women, veterans, minorities, people with I/DD and members of the LBGTQ+ community as trainers, trainees, mentors, content experts, and management positions.

**Program CLC-2.2.** *Himalayan High, LLC* will increase the CLC of those who work with, learn from, and provide services for individuals with I/DD and their families.

**Metrics CLC-2:** Individuals with I/DD and their families as well as members from other underserved groups, including women, veterans, minorities, and members of the LBGTQ+ community are active partners in all Himalayan High community initiatives.

### ***Area 3: Local/State Impact Guiding Principles***

Principles related to local and state impact were adapted from the guiding principles in the *Service Equity Framework* published by the Oregon Department of Health Services.

- ***Engaging Communities:*** Building and sustaining relationships and partnerships with community members, self- and family-advocates, and local organizations committed to promoting equity, diversity, and inclusion should be prioritized. This includes listening to the members of communities with humility and respect, gaining knowledge about social, political, and economic environments affecting the community, *and* integrating community members into the work of *Himalayan High, LLC* and decisions made.
- ***Data and Evidence-Based Practices:*** *Himalayan High, LLC* priorities, policies and programs should be informed by data that (a) identify needs (e.g., disparities in access to and utilization of services, gaps in service delivery), (b) delineate performance outcomes and measures of change, (c) identify what works best for different communities, (d) involve members of diverse communities to ensure data identification, collection, analysis, and interpretation is culturally and linguistically appropriate, and (e) reflect local and state priorities.
- ***Developing Leaders:*** *Himalayan High, LLC* should support the development of individuals with past drug convictions and family members who are members of historically underserved racial, ethnic, and linguistic groups including women, veterans, minorities, I/DD, and members of the LBGTQ+ community as strong advocates and leaders who shape policies, develop and implement innovations, and transform communities. This will require guided, intentional and strategic investments and capacity development efforts from within and from leading national organizations.
- ***Customizing Services for Underserved Individuals and Communities:*** Services should match the interests, needs, and goals of the individual and/or community of focus.
- ***Directing Investments and Resources:*** Leadership must make budgetary decisions (including continued allocation or re-allocation of existing funds and personnel), engage in fund

## Himalayan High Diversity Plan

development (including grant writing and/or contract development), and maximize current investments to address racial and ethnic disparities and promote equity, diversity, and inclusion.

- *Himalayan High, LLC* will work with, or donate to, local groups representing women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community to increase awareness, visibility, and inclusivity of underserved populations in the cannabis community.
- Our plan will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
- Any actions taken, or programs instituted, by *Himalayan High, LLC* will not violate the Commission's regulations with respect to limitations on ownership or control, or other applicable state laws.
- The Plan does not include any goals or programs that may be considered legal requirements under the Commission's regulations, state or federal law, or any contractual agreement such as a Host Community Agreement.

**Goal LSI-1:** Promote the systematic collection, analysis, and dissemination of disparity data across the areas of emphasis to serve as a benchmark against which progress can be measured.

**Program LSI-1.1:** *Himalayan High, LLC* will gather reliable and accurate data on disparities in one or more areas of emphasis.

**Program LSI-1.2:** *Himalayan High, LLC* will identify data sources that document disparities in relevant areas of emphasis, particularly those that can be disaggregated by race, ethnicity, language, and disability status.

**Metrics LSI-1:** *Himalayan High, LLC* will have reliable indicators of progress that can be used to measure reductions in disparities that promote increased equity, diversity, and inclusion. Our five-year plans will demonstrate an increasing number of projects that seek to enhance equity, diversity, and inclusion or reduction of disparities.

**Goal LSI-2:** Advance and disseminate scientific knowledge and innovation related to reductions in disparities experienced by women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Goal LSI-2.1:** *Himalayan High, LLC* will establish a national agenda to coordinate, sustain, and optimize impact of research that addresses disparities experienced by women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Goal LSI-2.2:** Within one or more of the core functions and as part of the *Himalayan High, LLC* five-year plan, we will document the implementation of at least two initiatives designed to reduce disparities for women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Metrics:** Collaboration by *Himalayan High, LLC* with local groups representing women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community and their family members from underserved groups will result in enhanced equity, diversity, and inclusion, and reduced disparities.

## Himalayan High Diversity Plan

**Goal LSI-3:** Promote the adoption of policies and legislation focused on reducing disparities and barriers to services experienced by women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community..

**Program LSI-3.1:** *Himalayan High, LLC* will work with regional partners in their states and communities to develop and support leaders and advocates who have the knowledge and skills to work effectively with governors, state agencies, and legislatures to advance policy. Since disparities are multi-layered, multi-faceted, and often entrenched, their resolution is clearly beyond the control of the *Himalayan High, LLC*. Nonetheless, we are in a position to identify underlying causes and support interventions to mitigate and reduce persistent disparities experienced by women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Program LSI-3.2:** *Himalayan High, LLC* will work with regional partners to organize cross-cultural coalitions to educate and advocate for the implementation of evidence-based interventions that reduce disparities experienced by women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Program LSI-3.3:** Within their research mission and as part of the *Himalayan High, LLC* five-year plan, we will advance and disseminate scientific knowledge on the impact of developing leaders and cross-cultural coalitions on reducing disparities for women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community.

**Metrics LSI-3:** Women, veterans, minorities, people with I/DD, and members of the LBGTQ+ community and their family members will assume leadership roles in community and state or territory level coalitions to develop interventions to mitigate and reduce persistent disparities in the cannabis community.

# Himalayan High

## Financial Record Plan

All trackable and pertinent information will be recorded and categorized via QuickBooks (QB). QB will be linked to and work in tandem with other software that can handle the complexity of the cannabis industry. These platforms along with general accounting will be managed by Innovative CPA Group.

Documents that will be recorded and logged:

- Monthly bank statements and Monthly bank reconciliations
- Assets and Liabilities
- Monetary transactions
- Books of Accounts
- Sales records
- Salary and wages paid to each employee
- Purchase invoices and orders
- Sales invoices
- Payroll processing
- Expense reports
- Reimbursement forms
- Fixed asset invoices
- Sales tax reports and returns
- Inventory reports
- Other

The preceding documents will be scanned and stored digitally as well as being stored in the QuickBooks cloud.

Himalayan High shall:

- not utilize software or other methods to manipulate or alter sales data.
- conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data
- maintain records that it has performed the monthly analysis.
- comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

If a retailer determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

A retailer that is co-located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6) (required for retail only)

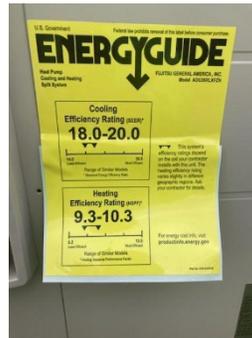
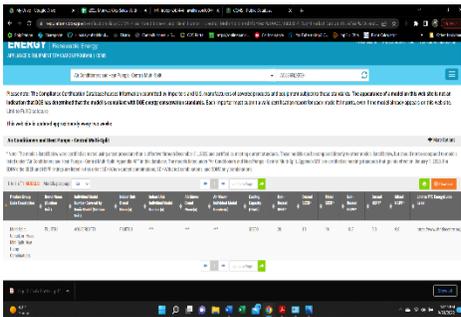
## Energy efficiency and Conservation Procedures

Energy efficiency remains a focal point of Himalayan High LLC operations. As a company we intend to install several components that will help reduce our consumption of energy. These upgrades will include energy efficient refrigerators to store cold beverages that the consumer can buy. Our goal is to upgrade all Facility lighting to LED lighting which will consume 90% less energy than a traditional light bulb and last almost 10 times longer. [DuroMax XP12000EG Dual Fuel Electric Start Portable Generator](#) will be kept on site incase of power outages and has won many awards for being one of the most fuel-efficient generators in the market. Solar panel installation which will be phased in 6months to a year down the road. Our energy efficiency heating and cooling is also apart of a program that gives us state rebate incentives which replaces our oil-based furnace system.

### Generator – DuroMax xp1200eg dual fuel electric start portable generator



### Heating and cooling upgrade-



Fujitsu general America inc.

Model# aou36rlxfzh

These devices are registered under us department of energy appliances and equipment standards program.

### Led Lighting upgrade-

100% of the facility's lighting has been upgraded been by our contracted engineering team GR engineering, LLC (860-238-500, [info@gr-engineering.net](mailto:info@gr-engineering.net) )

## Energy efficient refrigeration-

Danby - 117-Can Beverage Cooler - Stainless steel

Model:DBC117A1BSSDB-6SKU:6408419

Estimated Annual Electricity Use

258 kilowatt hours

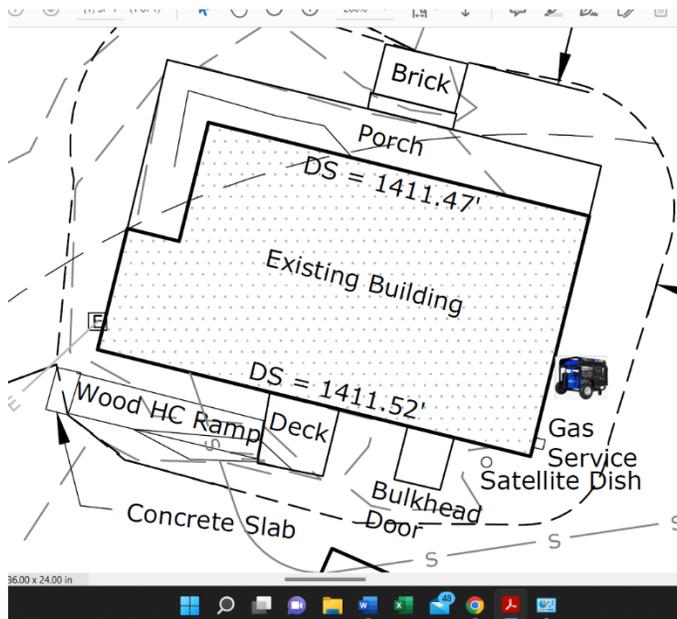
Estimated Annual Operating Cost

31 United States dollars

Certifications Listings & Approvals

ENERGY STAR Certified

Yes



HIMALAYAN HIGH <b>Becket</b> <b>Employee Education</b>		Effective: Draft Replaces: None	935 CMR 500.105(2)(b) Revision <b>3/9/22</b>
Approved by	Function	Signature and Date	
INSERT NAME	Dispensary Manager		

Table of Content

**Purpose / Scope**

HIMALAYAN HIGH shall ensure all employees receive yearly required 8-hour training under 935 CMR 500. 105 (2) (b). This shall include Responsible Vendor Training and remaining hours toward 8-hour related duty training. Responsible Vendor Training Documentation will be stored for four years. The Core Curriculum will be taking with 90's days of hire by a Cannabis Control Commission approved Responsible Vendor Trainer. The Vendor Trainer (HIMALAYAN HIGH) will be working with is Green Path Training.

The purpose of using Green Path Training is to provide required yearly training to include diversion prevention, record maintenance, cultural competency as well as health and safety standards. Any remaining 8-hour related training will be completed within a year.

**Equipment/Materials**

- All employees and management staff will be trained in person on online for Core Curriculum and any remaining training.
- All employees will be trained on job specific duties prior to performing job functions



HIMALAYAN HIGH	Effective: Draft	935 CMR 500. 103 (2)
<b>Employee Education</b>		Revision 3/9/22

## Protocol

- All new employees will receive Responsible Vendor Training within 90 days of hire and yearly after that.
- Training will be provided by Green Path Training – an approved Vendor Trainer in Massachusetts.
- Trainings will be held in person or online.
- If for some reason you are unable to connect via the web, Green Path Training can be reached at 508-419-4420 or by email at GreenPathTraining@gmail.com.

## Training and Implementation

- Himalayan High currently has a contract with Green Path Training. They provide approved Responsible Vendor Training and training to satisfy any remaining 8-hour related duty training.

### Position and Title

1. Kiosk Cana Guru
2. Cana Journey Guru
3. POS Guru

### Experience required

1-2 years of customer service experience  
High school diploma

### Overview

Retail Canna Gurus are considered experts on all the products sold in-house. They are tasked with managing customer satisfaction, processing transactions, and guiding customers through the selection process when applicable. Canna Guru's must stay current on cannabis industry trends by researching products and processes. Cannabis knowledge should include but not be limited to, understanding how the plant is grown, the extraction processes, and methods of consumption.

Retail Cana Guru's are consumer facing role, they are an integral part of helping a company achieve its sales goals. In addition to meeting sales goals, budtenders must ensure compliance with the state's Marijuana usage laws, such as daily sales limitations and age verification.

### Responsibilities:

- Greet customers in a positive and welcoming manner and familiarize yourself with their cannabis interests.
- Assist guests with identifying the delivery mechanism that fits their needs best.
- Adhere to strict distribution processes and maintain a professional and safe environment for all customers.
- Continuously enhance your knowledge of cannabis and current regulations.
- Package, sort, count, and label merchandise, as well as joint rolling.
- Restock storage areas, replenish items, and do general cleaning.
- Perform tasks such as filing, compiling, and maintaining inventory and records and POS transactions.

### **Qualifications:**

- Prior retail, POS, or dispensary-related experience a plus
- Must be friendly, trustworthy, dependable, positive, hardworking, and excellent with customers.
- Must be able to work for long hours, lifting up to 50 pounds, working on your feet, and bending over with minimal supervision.
- Candidates should be motivated and hardworking, attendance is critical.
- Reliable Transportation is a must.
- Must be a team player.
- Must be 21 years or older. (Industry Requirement)

### **Position title**

### **Host/Hostess**

### **Overview**

The Dispensary Receptionist is the primary person that our customers interact with while entering the facility and must present a friendly and outgoing demeanor while welcoming customers, and checking in guests, as well ensuring compliance with check in procedure.

### **Responsibilities**

- Ensure all guests feel welcome and have a great experience
  - Verify customer's state issued ID and Passports to ensure that ID's are valid and that everyone is 21 or older that enters the facility.
  - Accept Mail and Packages
  - Answer phone and take messages when needed.
  - Assist with the opening and appearance of the facility
  - Must have regular and on-time attendance.
  - Ensure all entrance procedures are compliant with state and local regulations.
- Must be able to work nights and weekends
- And anything job related

### **Qualifications**

- Basic knowledge of cannabis products and accessories.
- Applicants must be 21 years old.
- Attention to detail
- Desired work ethic includes being detail oriented, positive, enthusiastic, eager to learn and a good communicator.

### **Position Title**

### **Manager**

**Overview:** Manager who will oversee our retail store in Becket Massachusetts. This individual will be responsible for working closely with our store staff to ensure monthly goals are met, policies are enforced, and brand awareness is increased.

**Responsibilities:**

- Responsible for ensuring efficiencies, sound operations, monthly goals, and white-glove service at all retail locations.
- Implement Standard Operating Procedures for all retail locations, and ensure they are in full compliance with local, State, and federal laws including the Cannabis Control Commission (CCC)
- Ensure key performance indicators (KPI) are being tracked and maintained in all store locations on a weekly basis
- Maintain an active presence in the stores and provide support for in-store events
- Partner with Senior Leadership to develop, execute and evaluate strategies for opening new retail locations, acquisitions, and hyper-growth
- Partner with cross-functional leaders and Staff to monitor store inventory, staffing, and other critical operational functions to optimize store performance
- Develop, coach, and inspire employees to achieve individual and team goals through regular feedback inclusive of recurring performance discussions and career development planning
- Drive profitable sales by leading a group to effectively forecast the business, schedule to meet the demand, provide outstanding customer service, and fully execute all programs and initiatives

**Requirements/Qualifications**

- Proven work experience as a Retail Director, Retail Manager, or multi-store management
  - Demonstrated ability to coach and sustain merchant strength in stores
  - Demonstrated ability to deliver an exceptional customer experience via all channels
  - Proficiency with Microsoft Office Suite with strength in the use of Excel
-

# Personnel Policies

## Himalayan High

The following is a sample list of company operational policies for Himalayan High LLC. Consider the following list to get an impression of some of the major policies in an organization. This list is by no means definitive for every organization. The policies developed by an individual organization depends on the nature and needs of that organization.

Work Schedule- work schedules will be posted by manager per position and employees will be notified by paper copy and email.

Workday hours - work day hours will be 8:30am to 8:00pm

Lunch periods - every employee will have a mandatory break period of 30 mins per shift that is longer than 4 hours.

Holidays-

- New Year's Day: (January 1st)
- Memorial Day: (Last Monday in May)
- Independence Day: (July 4th)
- Labor Day: (First Monday in September)
- Thanksgiving Day: (Fourth Thursday in November)
- Christmas Day: (December 25th)

Vacation- Part time employees will receive unpaid time off upon request. Full time employees will receive the equivalent of 40 hrs PTO. Managers will receive the equivalent of 80hrs PTO.

Sick Time- Each employee that has full time status will receive the equivalent to three full working day hours paid. Managers will receive the equivalent to 5 full working day hours paid. Part-time employees will receive sick time off upon request unpaid.

Severe Weather- Prior (3hrs) notifications via call and email will be sent out to employees in case of delayed or canceled openings.

Jury Duty- will be addressed upon request.

Hiring Procedures- see attached Raschi DOC

Interviewing job candidate

Checking references – three character/employment references will be provided to managers during the interview process

Offering employment

New Employee and Internal Orientation- Once the hiring process has been completed and potential candidates have accepted their employment offers, each new employee will undergo a orientation and training program to familiarize them with our products, our procedures and our policies.

Compensation

Part-time- hourly based pay. Starting at 18.00 per hour

Full time- hourly based pay Starting at 18.00 per hour rates increase based on experience and multiple position integration.

Salary - Management and higher staff will be salaried based on experience and service time, ranging from \$80k-\$200k annually.

Paydays- Bi-weekly pay schedules.

Overtime and compensation time- overtime will be available only upon management permission.

Overtime will be 150% of the current pay rate.

Classifying employees as exempt or non-exempt- will be determined based on tax filing forms received by the accounting firm.

Reclassifying positions

Salary review policy

Promotional increases

Withholding salary increase due to leave of absence

Payroll Information & Timekeeping Procedures

Payroll information — General

Payroll information — Direct deposit procedures

Payroll information — Required and voluntary payroll deductions

Timekeeping — General discussion of non-exempt and exempt employee classifications  
Supervisor's signature- will be required at certain procedures.

1.inventory auditing

2.cash management

3.employee schedule handling (including time off requests)

Benefits

Eligibility and general information

Types of available benefits

Medical insurance- medical insurance will be provided to salaried employees and full time status employees. Packages will be set up via primary insurance companies. Packages May include Dental, Disability , life insurance and

Retirement planning tools.

Confidentiality note- refer to insurance provider

Retirement plan- will be offered through insurance and investment

organization Social security- will be taxed accordingly

Employee advisory resource-

Workers' Compensation Information and Procedures

When there is an injury or accident on the job

What is covered under Workers' Compensation

Workers compensation helps those who have been injured on the job. Benefits include death benefits, wages, rehabilitation services, and medical expenses. Compensation claims vary according to the circumstances but some types of accidents are more common than others.

Type of injury covered by Worker's Compensation Insurance-

- temporary total disability (when unable to perform ANY job)
- temporary partial disability (when able to perform SOME type of work) ●
- permanent partial disability (for suffering a disability to a specific body part) ●
- disfigurement or scarring (depending on its bodily location)

Financial Management

Budget management

Capital expenditures- will be discussed upon and agreed to based on business development needs. Will be reviewed multiple times throughout the calendar year and will be addressed accordingly .

Supervisor's responsibilities in maintaining the budget- all budget increases or changes will be approved by the ownership group and implemented accordingly. Manager supervisor will not have the authority to proceed without ownership review and approval.

Operating management- management group will be responsible for a number of financial tasks such as inventory ordering, payroll,

Financial reporting- quarterly financial reports will be made available through an accounting firm which will be communicated weekly through management and bookkeeping.

Supplementary Information

Discrimination or sexual harassment complaints

A private complaint filing system will allow employees and consumers to submit complaints based on sexual harassment and discrimination. Each complaint will be reviewed by the assigned hiring panel which will consist of multiple members to avoid internal cooperation in the actions. The complaint will be filed on the company website and will automatically be sent via email to the hiring board.

Data Practices

Policy PII and GDPR will not be retained in house.

Procedures- will be kept in safe storage where managers will access only, Any request to view documents outside

Definitions- will be attached to the employee handbook and taught during training.

Security of Records- records will be kept in secured space with limited access to

managers Use of data- financial data will be utilized not PII or GDPR.

Legal procedures-records will be kept in a secure file accessible upon request to the manager.

Destruction of records- any financial and business records that are kept will be destroyed in 3 years.

### Staffing Plan Chart

Himalayan High will hire 16-18 employees in total, below is a breakdown of staff on site through hours of operation.

Staffing Plan		Man ager	Host/ ess Canna by Guru	Kiosk Canna Guru	Pos Guru
Monday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4
Tuesday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4
Wednesday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4
Thursday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4
Friday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4
Saturday	8am to 2pm	1	1	1	4
	2pm to 8pm	1	1	1	4

Sunday	8am to 2pm	1	1	1	1	4
	2pm to 8pm	1	1	1	1	4

## Purpose

In compliance with the Drug-Free Workplace Act of 1988, Himalayan High LLC. has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Himalayan High LLC. employees and to the security of the company's equipment and facilities. For these reasons, Himalayan High LLC. is committed to the elimination of drug and alcohol use and misuse in the workplace.

## Scope

This policy applies to all employees and all applicants for employment of Himalayan High LLC.. The human resource (HR) department is responsible for policy administration.

## Employee Assistance

Himalayan High LLC. will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Himalayan High LLC. policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of

prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

## Work Rules

1. Whenever employees are working, they are operating any Himalayan High LLC. vehicles, are present on Himalayan High LLC. premises or are conducting company-related work offsite, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. Himalayan High LLC. will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

## Required Testing

### Pre-employment

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

### Reasonable suspicion

Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession or impairment by at least two members of management. HR, the plant manager or the director of operations should be consulted before sending an employee for testing. Management must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.*

#### Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Himalayan High LLC. vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Himalayan High LLC. forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.*

## **Collection and Testing Procedures**

Employees subject to alcohol testing will be transported to a Himalayan High LLC.-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed

results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a Himalayan High LLC.-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Himalayan High LLC., who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to Himalayan High LLC. until such time that the MRO has confirmed the test to be positive.

## Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record

and any state law requirements, Himalayan High LLC. may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Himalayan High LLC. for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

## **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## **Inspections**

Himalayan High LLC. reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

## **Crimes Involving Drugs**

Himalayan High LLC. prohibits all employees, including employees performing work under

government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Himalayan High LLC. employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Himalayan High LLC. does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Himalayan High LLC. reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Himalayan High LLC..

## Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Himalayan High LLC. or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed [healthcare](#) ~~health care~~ professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substituted sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

## **Enforcement**

The HR director is responsible for policy interpretation, administration and enforcement.

## **Drug and Alcohol Policy Certificate of Receipt**

I hereby certify that I have received a copy of [Himalayan High LLC.'s] Drug and Alcohol Policy.

---

Employee Signature

---

Date

Himalayan High LLC. values all employees and their property, and expects that employees in turn value the company and its assets. Therefore, we will tolerate no employee theft, or stealing of any kind, including fraudulent time card reporting. That includes theft of money, information, products, inventory, tools or any item, information or idea that belongs to the company or to an employee, customer or business partner of the company. As such, we expect all incidents of employee theft to be reported immediately to your supervisor or HR representative, along with any data or information you have observed or obtained. We further retain the right to use video cameras and audio recording methods as well as software to identify and detect employee theft. Below are examples of types of theft to illustrate prohibited behaviors:

- Employees may not take money, customer credit card numbers or company checks without prior authorization and documentation.
- Employees may not take products without payment, such as inventory, including samples, or broken / returned items or any company equipment or supplies.
- Employees may not give away products or services without prior approval. This includes not

giving freebies to friends and family, taking home samples without prior approval, or giving free repairs to anyone without documentation and payment. Employees caught breaking any state or federal law, including employee theft of private or company property or falsifying timekeeping records will be terminated with no warning given. In addition, a police report may be filed, as well as a potential lawsuit against the employee with a request for restitution of funds or products, inventory or assets. To prevent employees from false accusations, we will investigate all claims of theft or employee stealing and discipline any employee making a false accusation.

- Any employee engaging in the diversion of marijuana, engaged in unsafe practices or been convicted or entered a guilty plea for a felony charge of distribution of a drug to minors will be terminated immediately

Personal information will be always kept secure. Digital copies will be password protected and physical documents will be stored behind lock and key filling cabinets. These methods will have dual manager access were passwords and lock keys will be held by only on staff managers.

## Himalayan High Diversity Plan

It is a policy of Himalayan High to foster equitable opportunity for all employees and to promote principles of diversity management that will increase the efficacy of the implementation of its programs. Diversity management is defined as a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued.

In efforts to reach our Diversity Plan Goals, Himalayan High will comply with all permitted advertising practices in accordance with 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 Himalayan High will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Furthermore, Himalayan High will review and document the progress or success of its plan each year upon renewal (including one year from provisional licensure, and each year thereafter).

Himalayan High'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.

### Impact Groups:

Himalayan High aims to hire people who meet the criteria set forth in the Commission's requirements for diversity, namely:

- Minorities (15%);
- Women (15%);
- Veterans (10%);
- People with disabilities (5%); and
- People who identify as LGBTQ+ (5%)

### Goals:

*Goal One:* Hire employees represented in the Impact Groups section above. Himalayan High intends to reserve no less than one-fifth (1/5) or 20 percent of its workforce, full or part time, for candidates who meet the above criteria with an overall goal to reach 50 percent within 2 years.

*Goal Two:* Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Impact Groups section above. Himalayan High intends that no less than one-fifth (1/5) or 20 percent of its suppliers, contractors and wholesale partners will be businesses who meet the above criteria.

### Programs:

I. *Goal one:* Hire employees represented in the demographics listed on page 1. Himalayan High intends to reserve no less than one-fifth (1/5) or 20 percent of its workforce, full or part time, for candidates who meet the above criteria with an overall goal to reach 50 percent within 2 years.

Himalayan High will create and support an inclusive and diverse workforce by proactively recruiting employees from groups that are traditionally under-represented in the workforce, namely minorities, women, veterans, people with disabilities, and people who identify as LBGTQ+.

Himalayan High's recruitment efforts will build a pool of qualified diverse applicants by:

- Participating in two (2) career fairs in and around the Town of Becket per year;
- Relying on diverse employee or peer referral programs;
- Publicizing employment opportunities by advertising in a range of publications, including local media outlets with audiences who are minorities, bilingual, LBGTQ+, women, veterans, disabled, and/or other demographically diverse groups monthly, including Country Journal, Indeed.com, Professional Diversity Network, Diversity Jobs, and Beyond.com.
- Posting job openings on public online boards;
- Contacting recruiters and employment agencies that work with diverse candidates; and
- Leveraging social media and online platforms such as Zip Recruiter to reach a multitude of online career and job websites.

Himalayan High will work closely with the Becket Veterans' Services Department representative to reach out to interested veterans seeking jobs in the cannabis industry. Himalayan High will also work with established recruiters who specialize in, or are familiar with, qualified candidates who are minorities, women, veterans, people with disabilities, and people who identify as LBGTQ+.

*Goal Two:* Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Impact Groups section above. Himalayan High intends that no less than one-fifth (1/5) or 20 percent of its suppliers, contractors and wholesale partners will be businesses who meet the above criteria.

Himalayan High will support the local economy and promote diversity by way of purchasing goods and services from vendors, contractors, and professional service providers that are owned and operated by individuals that have cultural and ethnically diverse characteristics.

To that end, Himalayan High will;

- Draft and implement a plan that focuses on and requires that the underrepresented businesses identified above are included and chosen, when possible, as our suppliers, contractors and wholesale partners;
- Make reasonable efforts to identify, give preference to and source suppliers, contractors and wholesale partners who meet the Diversity Plan Demographics; and
- Provide priority for engaging and contracting with other Marijuana Establishments in wholesale relationships to Marijuana Establishments owned by minorities, women, veterans, people with disabilities, and/or people who identify as LBGTQ+.

Measurements;

Himalayan High will implement a program led by the Chief Executive Officer (CEO) and implemented by the Human Resources Manager along with Himalayan High's department managers.

Himalayan High will develop and implement policies, programs, statements, and internal and external communication procedures in support of the goals of its Diversity Plan.

Himalayan High will help identify problematic areas, such as:

- Designing reporting systems that measure effectiveness of programs that support the Diversity Plan and present these results at the Commission's request;
- Auditing Himalayan High's internal and external job postings so that all information follows Himalayan High's diversity policies and procedures;
- Implementing a process to review and resolve discrimination complaints or other noncompliant incidents with regards to equal opportunity and fair treatment of all employees; and
- Working with Himalayan High management to solve any diversity and inclusion related issues.

Yearly Audit of the Diversity Plan's Effectiveness:

On an annual basis, Himalayan High will conduct an audit of its Diversity Plan.

The Himalayan High team will measure its success by providing the Commission with the:

- Number of employees from the above groups who were hired and retained after the issuance of a license;

- Number of positions created since initial licensure;
- Number of career fairs attended;
- Number of postings in diverse publications or general publications with supporting documentation;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract; and
- Description of plan and effort made by Himalayan High to monitor and enforce the Diversity Plan.