



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283968
Original Issued Date: 12/03/2021
Issued Date: 01/11/2024
Expiration Date: 01/11/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: High Hawk Farm LLC

Phone Number: 978-618-9464
Email Address: higginsolutions@icloud.com

Business Address 1: 140 Worcester Road
Business City: Barre
Business State: MA
Business Zip Code: 01005

Business Address 2:
Mailing Address 2:

Mailing Address 1: 140 Worcester Road
Mailing City: Barre
Mailing State: MA
Mailing Zip Code: 01005

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: 50
Percentage Of Control: 50
Role: Owner / Partner
Other Role:

First Name: Christopher **Last Name:** Higgins **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 50
Role: Owner / Partner **Other Role:**
First Name: Ronald **Last Name:** Higgins **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: **Percentage Of Control:**
Role: Owner / Partner **Other Role:**
First Name: Joesph **Last Name:** Higgins **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 4

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Christopher **Last Name:** Higgins **Suffix:**
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$100000 **Percentage of Initial Capital:** 20
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Ronald **Last Name:** Higgins **Suffix:**
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$100000 **Percentage of Initial Capital:** 20
Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Jennifer **Last Name:** Nadeau **Suffix:**

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 20

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Joseph Last Name: Higgins Suffix: Jr

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 40

Capital Attestation: Yes

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: 80 Main Street

Establishment Address 2:

Establishment City: Rutland

Establishment Zip Code: 01543

Approximate square footage of the establishment: 1800

How many abutters does this property have?:

2

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	HHF Rutland HighHawk CCC HCA cert 9Feb2021.pdf	pdf	604e5f6cb3603835a49f58c0	03/14/2021
Plan to Remain Compliant with Local Zoning	HHF Rutland Plan to Remain compliant with Local Zoning.pdf	pdf	604ffb9840676f35abee348f	03/15/2021
Community Outreach Meeting Documentation	HHF Rutland community outreach attestation updated.pdf	pdf	60c6b7f30315ce21928ee2e9	06/13/2021
Community Outreach Meeting Documentation	High Hawk Farm Rutland Outreach Meeting attendees.pdf	pdf	6126c4e9b9f60d076b8d1b65	08/25/2021
Community Outreach Meeting Documentation	HHF Rutland Host Community Outreach Meeting 24 Hour Notification.pdf	pdf	6126c50fac54100740711310	08/25/2021

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	United Way Funds Acceptance Letter.pdf	pdf	60be9db670eb6e3601abf604	06/07/2021

Plan for Positive Impact	HHF Plan to Postively Impact Areas of Disp. Impact Including retail August 2021.docx (2).pdf	pdf	612d62f8e014b807395c4571	08/30/2021
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ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**
First Name: Christopher **Last Name:** Higgins **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: **Other Role:**
First Name: Ronald **Last Name:** Higgins **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: **Other Role:**
First Name: Joseph **Last Name:** Higgins **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: **Other Role:**
First Name: Jennifer **Last Name:** Nadeau **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
Secretary of Commonwealth - Certificate of Good Standing	HHF Cert of Good Standing.pdf	pdf	604e6147c997b43574a1c945	03/14/2021
Articles of Organization	High Hawk Farm Articles of Organization.pdf	pdf	604e616193441135c0c34058	03/14/2021
Department of Revenue - Certificate of Good standing	HHF Cert of Good Standing and Tax Compliance .pdf	pdf	604e99e9e15067356d20ce21	03/14/2021
Bylaws	High Hawk Farm Operating Agreement smaller size.pdf	pdf	60bea6947f6a51360532bee2	06/07/2021
Department of Revenue - Certificate of	HHF DUA certificate June 2021.pdf	pdf	60c136430e03aa2187d9654c	06/09/2021

Good standing

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR 2023 Rutland.pdf	pdf	652efeda5df17300087e55c5	10/17/2023
Department of Unemployment Assistance - Certificate of Good standing	HHF Dept of Unemplment 2023.pdf	pdf	6538005c56bf530007d44361	10/24/2023
Secretary of Commonwealth - Certificate of Good Standing	HHF Cert of good standing 2023.pdf	pdf	65550e4156bf530007eac3ee	11/15/2023

Massachusetts Business Identification Number: 001405430

Doing-Business-As Name: High Hawk Farm LLC

DBA Registration City: Barre

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	HHF - Plan for Obtaining Liability Insurance.pdf	pdf	604e9c608d09dc35cbc0e71c	03/14/2021
Business Plan	High Hawk Farm Rutland Business Plan.pdf	pdf	6058c7f77e61bd07773aaa11	03/22/2021
Proposed Timeline	HHF Rutland timeline Updated 10 2023.pdf	pdf	652f04feca49d2000740c4b6	10/17/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	HHF Policies Restricting Access to 21 and older.pdf	pdf	604e9f3a40676f35abee2f7f	03/14/2021
Prevention of diversion	HHF-Prevention of Diversion Plan.pdf	pdf	604e9f7ac997b43574a1c980	03/14/2021
Storage of marijuana	HHF Storage of marijuana.pdf	pdf	604e9fb493441135c0c34082	03/14/2021
Transportation of marijuana	HHF Transportation of marijuana.pdf	pdf	604ea16fe15067356d20ce30	03/14/2021
Inventory procedures	HHF Inventory procedures.pdf	pdf	604ea22db64912358e31532d	03/14/2021
Quality control and testing	HHF Quality Control and Testing.pdf	pdf	604ea296c997b43574a1c989	03/14/2021
Personnel policies including background checks	HHF-Personnel Policies including Background Checks.pdf	pdf	604ea3889a694b3583a745e5	03/14/2021
Record Keeping procedures	HHF Record Keeping Procedures.pdf	pdf	604ea3ad01124c35d20a337f	03/14/2021
Maintaining of financial records	HHF Maintaining of Financial Records.pdf	pdf	604ea40779e02335ddb6252c	03/14/2021
Qualifications and training	HHF Qualifications and Training.pdf	pdf	604ea422b64912358e315331	03/14/2021
Separating recreational from medical operations, if applicable	HHF Separating Rec from Medical .pdf	pdf	604ea53ab3603835a49f5907	03/14/2021
Security plan	HHF-Security Plan Rutlan Revised 12_14_20.pdf	pdf	6066300cd13a03079c5f9c0b	04/01/2021

Plan for obtaining marijuana or marijuana products	HHF Rutland Plan for Obtaining Marijuana.pdf	pdf	60665b0dbd015444c5501939	04/01/2021
Energy Compliance Plan	HHF Rutland Energy Compliance Plan.pdf	pdf	60667ec5bd015444c5501973	04/01/2021
Dispensing procedures	HHF Rutland Dispensing Procedures.pdf	pdf	60c29d5d52c8c12155c97c41	06/10/2021
Diversity plan	HHF Rutland Diversity Plan updated August 2021-2.pdf	pdf	612d63220b068e0732629e18	08/30/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	HHF Rutland Patient Supply Documentation.pdf	pdf	6328f3bed87e7d0009e7aa1b	09/19/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	HHF Rutland Patient Supply Documentation.pdf	pdf	6328f3dd8f0d7a000978d880	09/19/2022

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: High Hawk Farm LLC plans to meet it goals as proposed to the CCC in original application once the operations begin.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: High Hawk Farm LLC plans to meet its goals as proposed to the CCC in original application once the operations begin.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 9:00 PM
Tuesday From: 10:00 AM	Tuesday To: 9:00 PM
Wednesday From: 10:00 AM	Wednesday To: 9:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 9:00 PM

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):

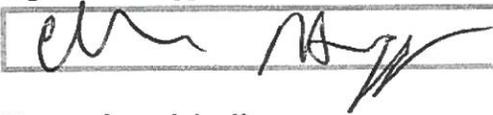
1. Name of applicant:

High Hawk Farm LLC

2. Name of applicant’s authorized representative:

Christopher Higgins

3. Signature of applicant’s authorized representative:



4. Name of municipality:

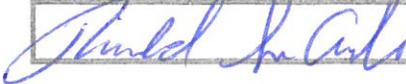
Rutland

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

Ronald San Angelo



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



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



8. Host community agreement execution date:



High Hawk Farm Plan to Remain Compliant with Local Zoning

The town of Rutland has Article XII in their zoning bylaws that pertains to Marijuana establishments. High Hawk Farm will remain compliant with all local codes and zoning including the following where applicable:

LME Location: High Hawk Farm will be leasing a building that is constructed in an approved zoning district

Special Permit Process: Rutland requires the following for issuance of a special permit

- (A) Application Form: High Hawk Farm will submit a complete application form
- (B) Provisional License: High Hawk Farm will provide a copy of the provisional license once issued by the CCC
- (C) Commission License Application: High Hawk Farm will provide a final CCC license to Rutland
- (D) Owner/Operator List: High Hawk Farm will provide a list of owner/operators
- (E) Right to Use: High Hawk Farm has provided a signed lease agreement as part of the HCA application process. If request again it will be provided
- (F) Odor Control Plan: High Hawk Farm will provide an odor control plan
- (G) Management Plan: High Hawk Farm will provide the requested management plan.
- (H) Energy Use Plan: High Hawk Farm will provide and energy plan
- (I) Floor Plan: High Hawk Farm will provided a detailed floor plan
- (J) Signage: High Hawk Farm will submit a proposed signage plan
- (K) Traffic Impact Study: High Hawk Farm will submit a traffic plan
- (L) Decommissioning plan: High Hawk Farm will submit a decommissioning plan
- (M) Site Plan Documentation: High Hawk Farm will submit a site plan

Other Conditions and Requirements

- (A) License Status: High Hawk Farm will not operate without an approved CCC license
- (B) One License: If an additional license is sought High Hawk Farm understands that this process will need to be done again.
- (C) One LME Only: High Hawk Farm will remain compliant
- (D) LME Business Only: High Hawk Farm will not engage in any other business type at this location
- (E) On-Site Consumption: High Hawk Farm will not allow on-site consumption
- (F) Hours of Operation: High Hawk Farm will remain compliant with the hours set by the SPGA
- (G) Enclosed Building: High Hawk Farm will remain compliant
- (H) Visual Impact: High Hawk Farm will comply with this and remain compliant with 935 CMR 500
- (I) Storage: High Hawk Farm will adequately secure all marijuana, related supplies and promotional material
- (J) Screening: High Hawk Farm will not be cultivating and is therefor is exempt from this
- (K) Nuisance: High Hawk Farm will not be a nuisance
- (L) Ventilation and Odor: High Hawk Farm will remain compliant
- (M) Signage: High Hawk Farm's signage will meet Rutland regulations and 935 CMR 500 regulations
- (N) Police and Safety: High Hawk Farm will provide all of the requested documentation that Rutland requests

Restrictions and Prohibitions

High Hawk Farm will remain compliant with everything listed under this section of Article XII

Reporting Requirements

- (A) Annual report: High Hawk Farm will submit all requested documentation
- (B) Written Notification: High Hawk Farm will provide written notification if there is a change of ownership or management. If there is a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the establishment High Hawk Farm will provide written notification within 48 hours
- (C) Responsiveness: High Hawk Farm will respond to all Rutland requests.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4/12/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 3/25/21 & 4/1/21
- b. Name of publication: Barre Gazette

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: 3/25/2021

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: 3/26/2021

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:

High Hawk Farm LLC

Name of applicant's authorized representative:

Christopher Higgins

Signature of applicant's authorized representative:



Public Notices

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Charles M. Thompson to JPMorgan Chase Bank, N.A., dated August 24, 2012 and recorded in the Worcester County (Worcester District) Registry of Deeds in Book 49607, Page 75 of which mortgage the undersigned is the present holder, by assignment from:

JPMorgan Chase Bank, National Association to NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, recorded on April 23, 2020, in Book No. 62262, at Page 159

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 2:00 PM on April 23, 2021, on the mortgaged premises located at 199 School Street N, Barre, Worcester County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT:

The land referred to herein below is situated in the county of WORCESTER, State of MA and is described as follows: ALL THAT PARCEL OF LAND IN TOWN OF BARRE, WORCESTER COUNTY SOUTHERN DISTRICT, COMMONWEALTH OF MASSACHUSETTS, AS MORE FULLY DESCRIBED IN DEED BOOK 18470, PAGE 285, ID# 000E-0166, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY, COMMONLY KNOWN AS: 199 SCHOOL STREET NORTH, BARRE, MA Tax/Parcel ID: 000E-0166

For a more accurate description of the proper-

mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

NEWREZ LLC, F/K/A NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT MORTGAGE SERVICING Present holder of said mortgage

By its Attorneys, HARMON LAW OFFICES, P.C. 150 California St. Newton, MA 02458 (617)558-0500 19655

03/25, 04/01, 04/08/2021

Commonwealth of Massachusetts The Trial Court Worcester Probate and Family Court 225 Main Street Worcester, MA 01608 (508)831-2200 Docket No. WO21P0865EA

Estate of: Robert S Hahn Date of Death: 01/05/2021 CITATION ON PETITION FOR FORMAL ADJUDICATION

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by John A Roberts of Woodbridge, VA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: John A Roberts of Woodbridge, VA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an 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

MARIJUANA ESTABLISHMENT

Type: Dispensing Facility

Location: Main St., Rutland, MA (Assessors Map/Parcel ID: A portion of M59A Block B Parcel 7, M59A Block B Parcel 5, and M59A Block B Parcel 6).

Notice is hereby given that High Hawk Farm, llc of 140 Worcester Rd., Barre, MA 01005 will conduct a Virtual Community Outreach Meeting for a proposed Marijuana

Establishment scheduled for April 12, 2021 at 6 p.m. via zoom. Zoom link: <https://us05web.zoom.us/j/89836068133?pwd=QUxvdVhV3R5ZlU2eXFIL1ZlV01Zdz09> The proposed

Adult Use Marijuana Establishment dispensing facility is anticipated to be located on Main Street Rutland, MA Assessors Map/Parcel ID: A portion of M59A Block B Parcel 7, M59A Block B Parcel 5, and M59A Block B Parcel 6, pursuant to the MGL Ch 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission. There will be an opportunity for the public to ask questions.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-Use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community;
5. Information adequate to demonstrate that the loca-

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. §501 et seq.:

Athol Savings Bank claiming to have an interest in a Mortgage covering real property in Ma, known and numbered as 842 Wauwinet Road, Barre, Ma

given by David L. Pascale and Heather Lee Pascale to Athol Savings Bank,

dated: 6/18/2003, and recorded in the Worcester County District Registry of Deeds, in Book 30484, Page 180 has/have filed with this court a Complaint for determination of Defendant's/Defendants' Servicememeber 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 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 Worcester Superior Court on or before 04/26/2021 or you may lose the opportunity to challenge the foreclosure on the ground of non-compliance with the Act.

Witness, Judith Fabricant, Esquire, Chief Justice of the Superior Court, at Worcester, Massachusetts, this, this 15th day of March, 2021.

Dennis P. McManus Clerk of Courts 03/25/2021

NEW BRAINTREE PLANNING BOARD PUBLIC HEARING

In accordance with Massachusetts General Laws Chapter 40A, Section 11, notice is hereby given that a public hearing will be held on Summit Farm Solar LLC's application for a proposed solar farm at 40 Hardwick Road, at

description of the property see deed recorded with the Worcester County (Southern District) Registry of Deeds at book 9113, page 174.

For mortgagor's(s') title see deed recorded with Worcester County (Worcester District) Registry of Deeds in Book 18470, Page 285.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said

do so, you or your attorney must file a written appearance and objection at this Court before: **10:00 a.m. on the return day of 04/13/2021.**

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

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. Leilah A Keamy, First Justice of this Court.

Date: March 16, 2021

Stephanie K. Fattman
Register of Probate

03/25/2021

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE

5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and

6. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of High Hawk Farm, llc.

A copy of this notice is on file with the Town Clerk, at the Board of Selectmen's office and the Planning Board office, all located at the Community Hall, Main St., Rutland, MA and a copy of this Notice was mailed at least fourteen calendar days prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, owners of the land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of such owner is located in another City or Town.

High Hawk Farm, LLC
Christopher Higgins
Vice President

03/25, 04/01/2021

Commonwealth of Massachusetts Superior Court Department of the Trial Court Worcester, SS. Civil Action No. 2185CV264 C

CASE NAME: Athol Savings Bank vs. David L. Pascale and Heather Lee Pascale

TO: David L. Pascale and Heather Lee Pascale, all in said Commonwealth;

for a proposed solar farm at 40 Hardwick Road, at which the Planning Board shall consider, make further findings, and issue a decision solely on the question of whether the project (as amended, if so amended) complies with the Siting Requirements set forth in Bylaw Section 8(C)(4)(A), and for the imposition, as may be required by the Planning Board thereunder, of additional screening, if any. The hearing will be held on **Monday, April 5, at 7:00 pm** by videoconference, accessible at:

<https://zoom.us/j/94300716877?pwd=OGMyYUhLMk1RUkxwOUxrZTRBeVplZz09>

or by phone at: (929) 436-2866

Meeting ID: 943 0071 6877

Passcode: 143842
03/18, 03/25/2021

TOWN OF NEW BRAINTREE NOTICE OF PUBLIC HEARING

In accordance with MGL, Chapter 87, Section 3, a public hearing will be held at **12:00 p.m. on Tuesday, April 13, 2021**, in the Select Board's Meeting Room at the Town Hall on 20 Memorial Drive to consider the removal of trees on Hardwick Road - from Thompson Rd. intersection to Ravine Rd. intersection. The trees to be removed have been clearly marked. All interested parties are invited to attend.

This meeting is open to the public.

Richard T. Ayer
Tree Warden

03/25, 04/01/2021

WE'VE EXPANDED OUR WEB SITE PUBLIC NOTICES ARE NOW ONLINE

1 Email all notices to notices@turley.com

2 Access archives and digital tear sheets by newspaper title.

3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit www.publicnotices.turley.com

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT**

10
11
12

2021 MAR 25 P 2:25

Type: Dispensing Facility

Location: Main St., Rutland, MA (Assessors Map/Parcel ID: A portion of M59A Block B Parcel 7, M59A Block B Parcel 5, and M59A Block B Parcel 6).

Notice is hereby given that High Hawk Farm, llc of 140 Worcester Rd., Barre, MA 01005 will conduct a Virtual Community Outreach Meeting for a proposed Marijuana Establishment scheduled for April 12th at 6 pm via zoom. Zoom link: <https://us05web.zoom.us/j/89836068133?pwd=QUxvdVhIV3R5ZlU2eXFIL1Z1V01Zdz09> The proposed Adult Use Marijuana Establishment dispensing facility is anticipated to be located on Main Street Rutland, MA Assessors Map/Parcel ID: A portion of M59A Block B Parcel 7, M59A Block B Parcel 5, and M59A Block B Parcel 6, pursuant to the MGL Ch 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission. There will be an opportunity for the public to ask questions.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-Use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community;
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of High Hawk Farm, llc.

A copy of this notice is on file with the Town Clerk, at the Board of Selectmen's office and the Planning Board office, located at the Community Hall Annex, 246 Main St., Rutland, MA and a copy of this Notice was mailed at least fourteen calendar days prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, owners of the land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of such owner is located in another City or Town.

High Hawk Farm, llc


Christopher Higgins
Vice President

March 24, 2021

Good day,

High Hawk Farm LLC of Barre, MA has recently been awarded a Host Community Agreement from the Town of Rutland to open a marijuana dispensary. Although we still have many steps before this comes to fruition, one of the first steps is notification of surrounding land owners. We have scheduled a Community Outreach Meeting for April 12th, 2021 via zoom, I have included a copy of the Public Notice that will be published in the local newspaper. Also included is a copy of the submission overview and a resume that was submitted to the Selectboard for their review process which resulted in us being chosen for the Host Community Agreement. You will also find included a preliminary site plan of where we plan to locate this facility, a final street number will be assigned once we get closer to construction. If you are unable to attend the meeting or have questions feel free to call my cell phone or send me an email.

Christopher Higgins
High Hawk Farm LLC
978-618-9464
higginssolutions@icloud.com

Certified Mail® \$3.60
Weight: 0 lb 1.40 oz
Estimated Delivery Date



BARRE
500 SOUTH ST
BARRE, MA 01005-9998
(800)275-8777

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.75
Certified Mail®			\$3.60
Return Receipt			\$2.85
Total			\$7.20

7015 3430 0001 0604 5546

978-618-9464

Rutland, MA 01543

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.75

Total \$7.20

01005 BARRE MA
MAR 26 2021
03/26/2021

Reverse for Instructions

High Hawk Farm LLC
140 Worcester Road
Barre, MA 01005

High Hawk Farm held their Rutland Community Outreach Meeting on April 12, 2021 and had fourteen (14) attendees in the Zoom meeting held.

High Hawk Farm LLC

High Hawk Farm requested on March 25, 2021 that the Town of Rutland post on their Community Calendar a meeting notice that a Community Outreach Meeting was to be held on April 12, 2021.

Town of RUTLAND
Geographical Center of Massachusetts

Home About Our Community Departments Boards & Commissions **FIND IT Fast**

Home » Calendar

Calendar

Month Week Day Year List

April 2021

Filter by Type: - Any - Department/Board/Committee: Department/Board Home Page 300th Anniversary Committee About Our Community Ad Hoc By-law Committee Apply

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
				RDIC Agenda - note time change to 5 pm 5:00pm Finance Committee Agenda 6:30pm		
4	5	6	7	8	9	10
	Select Board Public Hearing 6:00pm Select Board Agenda 6:00pm	Ad Hoc By-law Committee Agenda / meeting cancelled 1:00pm Conservation Commission Agenda 6:00pm Finance Committee Agenda 6:00pm	Rutland Town Center Study Virtual Discussion 6:30am 300th Anniversary Committee Agenda 6:30pm Zoning Board of Appeals Agenda 6:30pm	Finance Committee Agenda 6:00pm Library Board of Trustees Agenda 7:00pm	WRTA Agenda 8:30am	
11	12	13	14	15	16	17
	Community Outreach Meeting 6:00pm	Board of Assessors 8:00am Ad Hoc By-law Committee Agenda 1:00pm Historical Commission 5:30pm	Upper Blackstone Clean Water Board Meeting 1:00pm Zoning Board of Appeals Public Hearing-Virtual Hearing 6:00pm Zoning Board of Appeals	Finance Committee Agenda 6:00am CIPC Agenda 6:30pm Earthworks Board Agenda 6:30pm		Conservation Commission Agenda 10:00am



[Home](#)



Community Outreach Meeting

Adult-Use Marijuana Establishment

Event Date: Monday, April 12, 2021 - 6:00pm

[community_outreach_meeting.pdf](#)

Town of Rutland, MA
250 Main Street
Rutland, MA 01543
(508) 886-4100



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**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT**

RECEIVED
TOWN OF RUTLAND
2021 MAR 25 P 2: 25

Type: Dispensing Facility

Location: Main St., Rutland, MA (Assessors Map/Parcel ID: A portion of M59A Block B Parcel 7, M59A Block B Parcel 5, and M59A Block B Parcel 6).

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High Hawk Farm, llc


Christopher Higgins
Vice President



Faye Z <fetj146@gmail.com>

CCC License Renewal 12-2023

1 message

Faye Z <fetj146@gmail.com>

Thu, Oct 12, 2023 at 7:46 PM

To: Austin Cyganiewicz <acyganiewicz@townofrutland.org>

Hi Austin,

Hope this email finds you well. As part of our license renewal process for High Hawk Farm LLC, we are required to request "records of any costs imposed on the city or town that are reasonably related to" our operations in Rutland. Pursuant to M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or Medical Marijuana Treatment Center shall be documented and considered public record as defined by M.G.L. c. 4, § 7, cl. 26.

Could you provide me with a statement for our submission to CCC.

Thank you,

--

Faye Zukowski

With High Hawk Farm

Sent from my iPhone

High Hawk Farm letter of attestation
Dated November 15, 2023

High Hawk Farm has submitted to the Town of Rutland on October 12, 2023 a request for “records of any costs imposed on the town that are reasonably related to” our operations in Rutland, we have not received a response to date.

High Hawk Farm– Plan to Positively Impact Areas of Disproportionate Impact

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. Fitchburg, Massachusetts is named as one of those communities.

This plan, submitted by High Hawk Farm, is for the Marijuana Retailer operation located in Rutland, MA.

Because of the favorable geographical proximity of the above entity to Fitchburg and Spencer High Hawk Farm will focus on that community in this Plan to Positively Impact Areas of Disproportionate Impact.

Positive Impact Goals

High Hawk Farm’s first goal will be to positively impact Fitchburg residents by providing a monetary donation of \$2,500 to the United Way of North Central Massachusetts before December 15th of each year.

In addition to this donation High Hawk Farm holds a cultivation license and our positive impact plan includes a donation of \$2,500 to the United Way of North Central Massachusetts.

High Hawk Farm will also apply for a manufacturing license in that positive impact plan we will offer a monetary donation of \$2,500 to the United Way of North Central Massachusetts.

With the two licenses we have applied for it and the final license we have it will result in a yearly \$7,500 donation to the United Way of North Central Massachusetts

High Hawk Farm’s second goal will be to provide one (1) annual educational seminar on marijuana cultivation, products manufacturing, and business operations that are targeted to populations within the areas of disproportionate impact, specifically Spencer, Massachusetts being the closest disproportionate area.

Positive Impact Programs

The United Way of North Central Massachusetts will utilize the monetary donation to directly fund programs that impact the disproportionate area of Fitchburg, MA

We will hold one (1) education seminar annually on marijuana cultivation, product manufacturing, and business operations that are specifically targeted towards past or present residents of Spencer, as well as Massachusetts residents with prior drug convictions.

Positive Impact Measurement

High Hawk Farm will record the date and time that the monetary donation was provided to the United Way of North Central Massachusetts. That document will be available for inspection by the Cannabis Control Commission. High Hawk Farm will document the progress or success of our plan one year from our provisional license and each year thereafter.

High Hawk Farm will document the frequency of the educational seminars held as well as the numbers and types of attendees from populations falling within areas of disproportionate impact and the topics of the seminars.

No actions taken, or programs instituted by High Hawk Farm will be in violation of 935CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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



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

William Francis Galvin
Secretary of the
Commonwealth

March 4, 2021

TO WHOM IT MAY CONCERN:

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

HIGH HAWK FARM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 10, 2019.**

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

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

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER PATRICK HIGGINS, RONALD CARR HIGGINS**

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

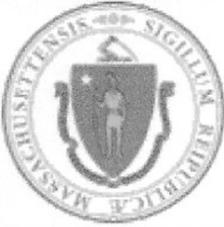
Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





**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: 001405430

1. The exact name of the limited liability company is: HIGH HAWK FARM LLC

2a. Location of its principal office:

No. and Street: 140 WORCESTER ROAD
City or Town: BARRE State: MA Zip: 01005 Country: USA

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

No. and Street: 140 WORCESTER ROAD
City or Town: BARRE State: MA Zip: 01005 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:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHRISTOPHER HIGGINS
No. and Street: 140 WORCESTER ROAD
City or Town: BARRE State: MA Zip: 01005 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CHRISTOPHER PATRICK HIGGINS	140 WORCESTER ROAD BARRE, MA 01005 USA

SOC SIGNATORY

RONALD CARR HIGGINS

140 WORCESTER ROAD
BARRE, MA 01005 USA

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of October, 2019,
CHRISTOPHER HIGGINS

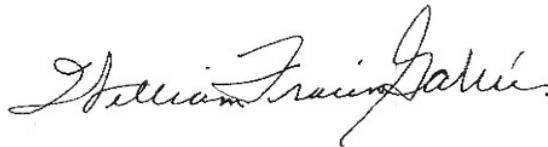
(The certificate must be signed by the person forming the LLC.)

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:

October 10, 2019 04:38 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGH HAWK FARM
140 WORCESTER RD
BARRE MA 01005-9345

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**Limited Liability Company Agreement of
High Hawk Farm
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of High Hawk Farm, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for High Hawk Farm, a Manager-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
- 140 Worcester Road, Barre, Massachusetts 01005, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Christopher Higgins. The Agent's registered office is 140 Worcester Road, Barre, Massachusetts 01005. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:
- High Hawk Farm will cultivate, manufacture, market, wholesale cannabis and related products.
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

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

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

III. **Members.**

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Ronald Higgins, 50%

Christopher Higgins, 50%

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

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as

otherwise allowed by law.

- D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 120 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 120 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.
1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be

bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

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

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

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as a C-corporation.

VI. Board of Managers.

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

Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

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

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

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

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

13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

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

- H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:
1. Guarantee any obligation of any person;
 2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
 3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. Officers.

- A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Massachusetts law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed

under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.
2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.
3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

- C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.
- D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
 2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
 3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

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

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

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

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided

under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

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

X. Exculpation and Indemnification.

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

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

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

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of

such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

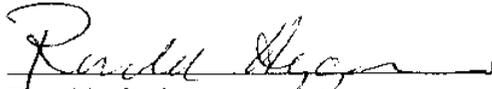
- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and

they form no part of this Agreement and shall not affect its interpretation.

- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

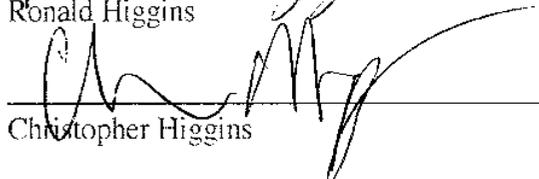
IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of November 24, 2019.

Signature:



Ronald Higgins

Signature:



Christopher Higgins

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of High Hawk Farm are as follows:

Ronald Higgins

Contribution:

Cash: \$1,000.00

Time and effort valued at \$200,000.00

Christopher Higgins

Contribution:

Cash: \$1,000.00

Time and effort valued at \$750,000.00



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



353684120

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

High Hawk Farm LLC
140 WORCESTER RD
BARRE, MA 01005-9345

EAN: 22188291
June 09, 2021

Certificate Id:48545

The Department of Unemployment Assistance certifies that as of 6/9/2021 ,High Hawk Farm LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

High Hawk Farm Plan for Obtaining Liability Insurance

High Hawk Farm has contacted an Insurance company and filled out the required application. High Hawk Farm is waiting for a quote from that insurance company. The policy obtained will include general liability and product liability with coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for the policy will be no higher than \$5,000 per occurrence. The policy will meet the requirements listed in 935 CMR 500.101 (1) and 935 CMR 500.105 (10). High Hawk Farm will acquire an insurance binder before operations begin.

High Hawk Farm

Executive Summary

High Hawk Farm is a Massachusetts LLC that currently holds a final license for an outdoor tier 11 cultivation license from the Cannabis Control Commission. We have received an HCA for a dispensary and a manufacturing and are now pursuing licensing from the CCC

High Hawk Farm is dedicated to the highest level of adult use cannabis cultivation and providing that via wholesale distribution to Massachusetts retailers. By leveraging a well thought out business plan executed by a skilled management team, High Hawk Farm anticipates creating approximately 25 jobs in Barre, a rural community desperately in need of economic growth with our cultivation and manufacturing facilities. With a dispensary location in Rutland we anticipate creating an additional 12 jobs. High Hawk Farm anticipates creating overall revenues nearing \$2 million in its first year of operation through the cultivation. Upon completion of the manufacturing and dispensary we estimate yearly revenues of over 8 million.

Keys to Success

High Hawk Farm has identified three keys that will be instrumental in its success:

- The implementation of strict financial and operational controls resulting in maximum production efficiency and product quality;
- The acquisition and cultivation of proprietary strains with targeted phenotypes designed to maximize product quality; and;
- The recognition and implementation of the philosophy that 100% customer satisfaction is required to ensure a profitable business

Products

One of High Hawk Farm's founding members owns a 115 acre parcel in Barre, MA surrounded by wooded land. This parcel of land will allow High Hawk Farm to grow outdoor cannabis beyond the site of the general public. Included with the benefits of this property is the master grower will be living on site in the residential home and he has over 15 years of farming experience. The owners of High Hawk Farm have successfully run a retail business for over 46 years and feel that experience will allow a smooth transition into the opening and running of a dispensary.

Market

High Hawk Farm intends to grow a quality product and then wholesale that product to licensed Massachusetts cannabis retailers from our cultivation facility. Our manufacturing facility will help not only our dispensary but allow us to help others as we anticipate an additional amount being able to be distributed. Our dispensary location in Rutland we feel is a great central MA location that will allow consumers easy access to cannabis products.

Management Team

High Hawk Farm was started by Ronald and Christopher Higgins in 2019. Ronald brings 46 years of business experience having built Higgins Energy Alternatives and Higgins Powersports from the ground up. Having started the business with his wife Susan in 1975 in the downstairs of their home, they have

built it into one of the largest businesses in Barre, MA. Almost 7 years ago they designed and had built a 34,000 sq ft multi million dollar showroom and warehouse to showcase the products they sell. The business currently employees 33 employees and does over 7 million in sales.

Christopher the son of Ronald & Susan likes to say he has been involved in the family business since day one. He is actively involved in the businesses and has been an integral part of building it to the business it is today. As a member of the executive committee for the Business Community of Barre he is actively involved in promoting small business in Barre. He is also currently a holder of a Massachusetts Unrestricted Construction Supervisor license. Christopher was injured in an accident 18 years ago that resulted in him becoming a paraplegic he brings a first hand experience to the team in terms of “wheel chair accessibility”

Liam Sullivan our head grower brings over 15 years of farming experience. Liam attended Stockbridge School of Agriculture in 2008 and received his Associates degree in Fruit and Vegetable crops. In 2011 he received his bachelors degree in Plant and Soil sciences, Sustainable Agriculture and Business Management from UMASS Amherst. He was also the director of the farm development program at the 650 student Northfield Mt. Herman Private boarding high school from 2011-2017. He is currently the Production Manager at Warner Farm handling crop production on 100 acres, organic crop on 15 acres, 4 acres of hemp and the green house management. For 2019 he also acquired a MA license to grow hemp and successfully raised over 2 acres on the land where he lives.

Financial Plan

High Hawk Farm has constructed its outdoor cultivation site and is anxiously awaiting the warmer weather to begin cultivating. High Hawk Farm High Hawk Farm has capital commitments of \$500,000. Our current budgets show capital needs of \$400,000 for the dispensary location. That includes the final fit out of the building and working capitol. We anticipate an additional \$50,000 for 6 months of operating costs.

High Hawk Farm anticipates to generate \$2 million in revenue in year one from cultivation and growing to \$8 million in year two and \$10 million in year three.

Timeline

Host Community Agreement	Issued February 2021
Special Permit and Site Plan Approval.	May 2021
CCC Approval	May 2021
Order of Conditions	June 2021
Construction	June 2021
Final License	November 2021
Opening	December 2021

High Hawk Farm-Policies Restricting Access to age 21 and older

High Hawk Farm will restrict access to its' facilities to persons of the age of 21 or older and in accordance with the following:

All Marijuana Establishment (ME) Agents will be 21 years of age and older and in compliance with all registration requirements of 935CMR500.030.

High Hawk Farm marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2).

High Hawk Farm will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-20).

High Hawk Farm will require any visitors to be 21 years of age or older in accordance with 935 CMR 500.002

High Hawk Farm-Quality Control and Testing

High Hawk Farm operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160(1-12) and shall include the following:

In compliance with 935CMR500.105(10):

- No marijuana product will be sold, or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory (ITL), except as allowed under 935CMR500.000. High Hawk Farm products will be deemed in compliance with 935CMR500.160.

Marijuana will be tested for cannabinoid profile which will include the percentage by dried weight of (THC), (CBD), (THCa) and (CBDa), as well as for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and the presence of pesticides not in compliance with 935CMR500.120(5) as well as any additional testing required by the Commission.

Testing of environmental media will be performed in compliance with 935CMR500.160(1). Test results will be maintained by High Hawk Farm for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

In accordance with 935CMR500.120(9), High Hawk Farm shall use best practices consistent with state and local law including, but not limited to the Commission's Guidance on Integrated Pest Management.

High Hawk Farm will have written policies and procedures for responding to laboratory results that indicate contaminant levels above the acceptable limit established in 935 CMR 500.160(1). High Hawk Farm's policies will be in accordance with 935CMR500.160(3)(a-c) which require that it notify the Commission within 72 hours of any lab result indicating that the contamination cannot be remedied and policies for disposing of the production batch. The notification will be from both the ITL and High Hawk Farm, separately and directly. High Hawk Farm will describe a proposed plan to the Commission for both the destruction of the contaminated product and assessment of the source of contamination.

High Hawk Farm will maintain test results for no less than one year.

The sale of seeds is not subject to the testing procedures.

Transportation to and from Independent Testing Laboratories will be in compliance with 935CMR500.105(13).

Storage of marijuana at the laboratory will comply with 935CMR500.105(11).

Excess marijuana will be disposed in compliance with 935CMR500.105(12) either by the Testing Laboratory returning the excess marijuana to High Hawk Farm for disposal, or by the Laboratory disposing of it directly.

Plans for quality control will include product testing for contaminants in compliance with 935CMR500.160(1)

High Hawk Farm will utilize cultivation and storage practices and procedures to limit contamination including mold, fungus, bacterial disease, rot, pests, and the use of pesticides not in compliance with 935CMR500.120(5).

High Hawk Farm Agents will handle marijuana safely and in a sanitary way which will be in compliance with 935CMR500.105(3) and include the following:

- A High Hawk Farm will process marijuana in a safe and sanitary manner.
- High Hawk Farm will process the leaves and flowers of the marijuana plant only, which shall be:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area.
- Any High Hawk Farm marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- High Hawk Farm establishment agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness

- b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- High Hawk Farm's water supply shall be sufficient for necessary operations

- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the High Hawk Farm Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines
- High Hawk Farm shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

High Hawk Farm-Personnel Policies Including Background Checks

In compliance with 935CMR500.101(1)(c)(8)(g), High Hawk Farm will maintain written personnel and background check policies and procedures including, but not limited to:

Background check reports in accordance with 935CMR500.030(1-8) for all board members, directors, employees, executives, managers and volunteers associated with the Marijuana Establishment.

High Hawk Farm will require that all High Hawk Farm agents:

- a. Be 21 years of age or older;
- b. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- c. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

An application for registration of a marijuana establishment agent will include:

- a. The full name, date of birth, and address of the individual;
- b. All aliases used previously or currently in use by the individual, including maiden name, if any;
- c. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d. Attestation that the individual will not engage in the diversion of marijuana products
- e. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

Background information will include, as applicable

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for any felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no lo contendere, or admission of sufficient facts.
- b. A description and the relevant dates of any civil, or administrative action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, occupational or fraudulent practices.
- c. A description of any relevant dates of any past, or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of registration or license, for any type of business or profession by any state, federal or local government or any foreign jurisdiction.
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All High Hawk Farm-ME executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom High Hawk Farm seeks a ME agent registration which will be obtained within 30 days prior to submission.

A Marijuana Establishment shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

A registration card shall be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a marijuana establishment agent, a Marijuana Establishment is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

A marijuana establishment agent shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

High Hawk Farm will maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions.

High Hawk Farm will maintain a personnel record for each ME agent for at least 12 months and shall include:

- All materials submitted to the CCC pursuant to 935CMR500.030(2)
- Documentation of verification of references.
- Job descriptions that include duties, authority, responsibilities, qualifications and supervision.
- Documentation of all training, including training in privacy and confidentiality, and signed statements of the individual indicating the time, date, place he or she received said training and the topics discussed, including the name and title of the presenters.
- Documentation of periodic performance evaluations
- Record(s) of any disciplinary actions taken.

On or after July 1, 2019, all current owners, managers and employees of High Hawk Farm that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor” in accordance with 935CMR500.105(2)

All High Hawk Farm registered agents will handle marijuana in compliance with 935CMR500.105(3)(b)(1-2)

All personnel records will be kept for at least two years at the expense of the High Hawk Farm and in a form and location acceptable to the Commission.

High Hawk Farm, as part of its' workplace policies will maintain an alcohol, smoke, drug-free workplace in accordance with 935 CMR 500.105(1)(j).

In accordance with 935CMR500.105(1)(k) High Hawk Farm will maintain a plan describing how confidential information will be maintained.

935CMR500.105(l)(1-3) High Hawk Farm policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

High Hawk Farm-Record Keeping Procedures

High Hawk Farm will maintain records in accordance with 935CMR500.105 and 935CMR500.105(9) and will include the following:

Written operating procedures as required by 935CMR500.105(1)

Inventory records as required by 935CMR500.105(9) which will include:

- Record of all inventories taken which will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures and titles of the individuals who conducted the inventory.

Seed to sale tracking records as required by 935CMR500.105(9)(c)

Personnel records as required by 935CMR500.105(9)(d) that will be maintained for at least 12 months, which will include:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Responsible Vendor Training records in compliance with 935CMR500.105(2)(b)(5).

Business records in compliance with 935CMR500.105(9)(e) which will include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana products
- 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 a Marijuana Establishment

Waste Disposal records as required by 935CMR500.105(12)(d) which will include:

- A written or electronic record of the date, the type and quantity of marijuana disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two High Hawk Farm Agents present during the disposal or other handling, with their signatures.
- High Hawk Farm will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Manifests for transportation in accordance with 935CMR500.105(13)(f) which will include manifests which will include:

- The originating Marijuana Establishment name, address, and registration number
- The names and registration numbers of the High Hawk Farm agents who transported the marijuana products
- The name and registration number of the marijuana establishment agent who prepared the manifest
- The destination Marijuana Establishment name, address, and registration number
- A description of the marijuana products being transported, including the weight and form or type of product
- The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- The date and time of departure from originating Marijuana Establishment and arrival at the destination Marijuana Establishment for each transportation
- A signature line for the marijuana establishment agent who receives the marijuana products

- The weight and inventory before departure and upon receipt
- The date and time that the transported products were re-weighed and re-inventoried
- The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products
- The vehicle make, model, and license plate number.
- High Hawk Farm will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Additionally, High Hawk Farm shall comply with 935CMR500.140(5) and record all sales in compliance with the following

- High Hawk Farm-will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- High Hawk Farm will not utilize software or other methods to manipulate or alter sales data.
- High Hawk Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- High Hawk Farm will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If High Hawk Farm determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
- High Hawk Farm shall immediately disclose the information to the Commission
- High Hawk Farm will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data

- High Hawk Farm will take such other action directed by the Commission to comply with 935 CMR 500.105.
- High Hawk Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.

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

High Hawk Farm-Maintaining of Financial Records

High Hawk Farm shall maintain all financial records in compliance with 935CMR500.105(9)(e) and will include:

All records will be maintained in either manual or computerized form and will include the following:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts, which will include journals, ledgers and supporting documents, agreements, checks, invoices and vouchers.
- Sales records including the quantity, form and cost of marijuana products.
- Salaries 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 a Marijuana Establishment (ME).

In accordance with 935CMR500.140(5) CPC will record all sales in compliance with the following

- High Hawk Farm will not utilize software or other methods to manipulate or alter sales data.
- High Hawk Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- High Hawk Farm will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If High Hawk Farm determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
- High Hawk Farm shall immediately disclose the information to the Commission
- High Hawk Farm will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
- High Hawk Farm will take such other action directed by the Commission to comply with 935 CMR 500.105.

- High Hawk Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.

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

High Hawk Farm-Qualifications and Training

High Hawk Farm will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-8), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

Training tailored to the roles and responsibilities of the job function of each High Hawk Farm-ME agent which will include a Responsible Vendor Program compliant with 935CMR500.105(2), as well as training in maintaining confidentiality.

High Hawk Farm-ME agents will receive, at a minimum, eight hours of ongoing training annually.

On or after July 1, 2019, all current owners, managers and employees of the High Hawk Farm that are involved in the handling and sale of marijuana for adult use at the time of licensure, or renewal of licensures, as applicable, will have attended and successfully completed a responsible vendor program to be designated as a “responsible vendor.”

All new employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire.

After initial successful completion of the responsible vendor program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year to maintain “responsible vendor” designation.

Administrative employees who do not handle or sell marijuana may take the responsible vendor program on a voluntary basis.

Records of responsible vendor training compliance will be maintained for four years and will be available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours

High Hawk Farm -Separating recreational from medical operations

High Hawk Farm will not be involved in medical marijuana so this is not applicable.

High Hawk Farm LLC Energy Compliance Plan

High Hawk Farm will monitor energy consumption and make adjustments to operations based on energy usage data

High Hawk Farm will put in place procedures for identifying energy saving opportunities if facility upgrades, renovations, or expansions are needed

High Hawk Farm will consider all opportunities for renewable energy generation and search out best options

High Hawk Farm will regularly evaluate energy supply decisions

High Hawk Farm will identify renewable or alternative energy opportunities if facility upgrades, renovations or expansions are needed.

High Hawk Farm will identify opportunities if equipment fails or needs replacing

High Hawk Farm will implement strategies to reduce electrical demands

High Hawk Farm will identify potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures) and plan for implementation of such opportunities

High Hawk Farm will create strategies to reduce electric demand

High Hawk Farm will engage with any energy efficiency programs offered pursuant to M.G.L. c.25, § 21, or through municipal lighting plants

High Hawk Farm will include policies and procedures as listed under 935 CMR 500.105 (1)(q)

High Hawk Farm will follow the regulations in 935 CMR 500.105 (15)

High Hawk Farm Diversity Plan

Introduction

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, LGBTQ+, women, veterans, and people with disabilities.

High Hawk Farm is currently seeking licensing approval from the Commission to become a marijuana retailer located in Rutland, MA. Which is in addition to our licensed tier 11 outdoor cultivation located in Barre, MA

Goals

It is the goal of High Hawk Farm to promote equity and to provide opportunities to qualified women, minorities, persons with disabilities, veterans and LGBTQ+.

High Hawk Farm’s first goal will achieve this goal through a targeted outreach to the Barre Woman’s Club, Town of Barre & Rutland Veterans Services Offices and advertise on a local newspaper Barre Gazette in order to facilitate and promote employment and career opportunities within the High Hawk Farm structure.

This goal will be to have a workforce of:

- 50% women
- 20% veterans
- 10% persons with disabilities
- 20% LGBTQ+
- 15% minorities.

High Hawk Farms’s second goal to achieve this will be through continued public outreach. We plan to attend local events to include job fairs, local community events and the like. We plan to have open conversations with our management and staff on a regular basis about issues that impact diverse communities, we will use break room bulletin boards and employee emails to promote diversity awareness and for promotion opportunities within the company.

Programs

High Hawk Farm has had detailed discussions with members of the Barre Woman’s Club with regard to employment, and career opportunities available to Women at our cultivation facility.

High Hawk Farm has had detailed discussions with the Town of Barre's Veterans Agent with regard to employment, and career opportunities available to Veterans at our cultivation and dispensary facility.

In order to accomplish this High Hawk Farm will advertise in November 2021 and annually thereafter, in the Barre Gazette newspaper, for a job fair to be held at the 140 Worcester Road, Barre, MA, specifically for women and veterans, without regard for race, sex, LGBTQ+, or disabilities seeking employment positions in the Massachusetts cannabis industry.

Beginning in September, 2021, High Hawk Farm will also hold an annual information session at the American Legion Post 2, for local veterans interested in learning more about the opportunities in the Massachusetts cannabis industry including cultivation, transportation, security, marketing and retail operations. This meeting will be promoted through the Town of Barre Veterans Services Office.

High Hawk Farm will remain in compliance with the requirements set forth in 935CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Measurements

In accordance with the Commission's "Guidance on Required Positive Impact Plans and Diversity Plans", High Hawk Farm will:

- Review and record, annually, the result of its' goal to comprise of 50% women, 20% veterans, 10% persons with disabilities, 20% LGBTQ+, and 15% minorities.
- Review and record the number of new women, veterans, persons with disabilities, minorities, and LGBTQ+ that High Hawk Farm LLC hires annually.
- Review and record the number of women, veteran, persons with disabilities, minorities, and LGBTQ+ attendees at its annual informational sessions held.
- Review and record the number of women and veteran attendees to the above informational sessions who have successfully entered the Massachusetts cannabis industry, either with HHF or with another licensed operation.
- HHF will annually measure the success of inter-corporate promotions of its' women, veterans , persons with disabilities and LGBTQ+ employees.

- The progress of our plan will be documented one year from obtaining a provisional license and every year thereafter

High Hawk Farm's Diversity Plan and any actions taken, or programs instituted by High Hawk Farm will not violate the Commission's regulations with respect to limitation on ownership or control, or other applicable state laws.