



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282504  
Original Issued Date: 10/13/2020  
Issued Date: 10/13/2020  
Expiration Date: 10/13/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: MINUTEMAN FARM, LLC

Phone Number: 413-302-0377  
Email Address: richardgbarry@yahoo.com

Business Address 1: 238 PIPER ROAD  
Business City: ASHBY  
Business State: MA  
Business Zip Code: 01431  
Mailing Address 1: P O BOX 583  
Mailing City: TOWNSEND  
Mailing State: MA  
Mailing Zip Code: 01469  
Business Address 2:  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 15  
Role: Owner / Partner  
Percentage Of Control: 15  
Other Role:

First Name: RICHARD	Last Name: BARRY	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: WHITE		

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 15	Percentage Of Control: 15
Role: Owner / Partner	Other Role:
First Name: ROBERT	Last Name: BARRY 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: WHITE	

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30	Percentage Of Control: 30
Role: Owner / Partner	Other Role:
First Name: NICO	Last Name: SINISCALCHI 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: WHITE	

#### Person with Direct or Indirect Authority 4

Percentage Of Ownership: 40	Percentage Of Control: 40
Role: Owner / Partner	Other Role:
First Name: MARCEL	Last Name: NUNES 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: WHITE	

#### 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: MARCEL	Last Name: NUNES	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 100
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: 238 PIPER ROAD

Establishment Address 2:

Establishment City: Ashby

Establishment Zip Code: 01431

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 8

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment:

Indoor

### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet    Cultivation Environment: Indoor

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	MINUTEMAN HOST PART 1.pdf	pdf	5dd6f6e2a9ef3857c445a97a	11/21/2019
Certification of Host Community Agreement	MINUTEMAN HOST PART 2.pdf	pdf	5dd6f70a66a32657cfbdc013	11/21/2019
Plan to Remain Compliant with Local Zoning	ZBA compliance .pdf	pdf	5edd76e43114301800251d96	06/07/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5edd8a983114301800251dae	06/07/2020
Certification of Host Community Agreement	ccc attachment B part 2.pdf	pdf	5ee15ca09a439417df7e6172	06/10/2020
Community Outreach Meeting Documentation	ccc community outreach attestation form .pdf	pdf	5ee15cd20f089824f1cd4d6c	06/10/2020
Certification of Host Community Agreement	ccc host community cert form.pdf	pdf	5ee15d76e4107825079d1343	06/10/2020
Community Outreach Meeting Documentation	Community Outreach News Paper Article Attachment A .pdf	pdf	5f16f56a4601b5701e6149c9	07/21/2020
Community Outreach Meeting Documentation	NOTICE TO ABUTTERS attachment C.pdf	pdf	5f16f73454fcae70383a910f	07/21/2020

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	MINUTEMAN AREA OF DISPROPORTIONATE.pdf	pdf	5dd6fc51d5b0805341c63147	11/21/2019
Plan for Positive Impact	Plan for positive impact .pdf	pdf	5f1b62a062a1117473fb833c	07/24/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Owner / Partner Other Role: MANAGING PARTNER

First Name: RICHARD Last Name: BARRY Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Owner / Partner Other Role: MANAGER/COMPLIANCE

First Name: ROBERT Last Name: BARRY Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 3

Role: Owner / Partner Other Role: GROWER/CULTIVATOR

First Name: NICO Last Name: SINISCALCHI Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 4

Role: Owner / Partner Other Role: MANAGER/FINANCES

First Name: MARCEL Last Name: NUNES Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

### 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	minuteman dor cert of good stand.pdf	pdf	5df6e0e80aa7ba5339f6b51e	12/15/2019
Department of Revenue - Certificate of Good standing	minuteman dor cert of good stand.pdf	pdf	5df6e1190557385733b4043c	12/15/2019
Articles of Organization	minuteman cert of organ.pdf	pdf	5df6e7dc0aa7ba5339f6b524	12/15/2019
Bylaws	minunteman ccc oa part 1.pdf	pdf	5e1543e60aa7ba5339f6e8e7	01/07/2020
Bylaws	minuteman ccc oa part 2.pdf	pdf	5e154405cb8cc6573ebd32cd	01/07/2020

No documents uploaded

Massachusetts Business Identification Number: 001385478

Doing-Business-As Name:

DBA Registration City:



## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	minuteman final bus plan.pdf	pdf	5e18fbbc5e2d54535a9c48af	01/10/2020
Business Plan	Department of Unemployment registration .pdf	pdf	5edd7b649a439417df7e57ba	06/07/2020
Proposed Timeline	Proposed Timeline .pdf	pdf	5edd7e8cc6c85217ea374e22	06/07/2020
Plan for Liability Insurance	ccc insurance liability (plan to obtain liability insurance).pdf	pdf	5ee15dbc721f40180b7319b3	06/10/2020

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	as separating.pdf	pdf	5e3c831a4dd5bb04941055ef	02/06/2020
Storage of marijuana	as storage of marijuana.pdf	pdf	5e3c83f65a2369047f224a4e	02/06/2020
Inventory procedures	as inventory.pdf	pdf	5e3c844d5a2369047f224a56	02/06/2020
Personnel policies including background checks	employee handbook2.pdf	pdf	5e3df6d181ae16046bec826f	02/07/2020
Record Keeping procedures	record keeping procedures.pdf	pdf	5edd6b200f089824f1cd436c	06/07/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5edd6b472989d72512a75171	06/07/2020
Security plan	Minuteman Farm Security and Operations Plan .pdf	pdf	5edd6b9eea7a9324e6464ac9	06/07/2020
Quality control and testing	Quality Control and Testing .pdf	pdf	5edd6c482d9da4181de9dcef	06/07/2020
Personnel policies including background checks	Additional Personnel Policies PDF.pdf	pdf	5edd6ca820b47424dbd86d66	06/07/2020
Maintaining of financial records	Financial Records .pdf	pdf	5edd6d67e4107825079d092d	06/07/2020
Transportation of marijuana	Marijuana transport PDF.pdf	pdf	5edd6dcef5e90617d832c509	06/07/2020
Policies and Procedures for cultivating.	Policies and Procedures for cultivating .pdf	pdf	5edd6eacf8798118165263db	06/07/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f1700d054fcae70383a917a	07/21/2020
Restricting Access to age 21 and older	Restricting Access to individuals 21 or older.pdf	pdf	5f1700eb9a9ccf70437a64f4	07/21/2020
Diversity plan	Diversity Plan Minuteman Farm .pdf	pdf	5f1b63127b30b674269a8c64	07/24/2020

## ATTESTATIONS

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

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

Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

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

Town of Ashby and Minuteman Farm, LLC

**HOST COMMUNITY AGREEMENT**

This HOST COMMUNITY AGREEMENT ("Agreement") is entered into this 30<sup>th</sup> of October, 2019 by and between Minuteman Farm LLC, and any successor in interest, with a principal office address of 238 Piper Road, Ashby, Massachusetts 01431 ("the Company"), and the Town of Ashby, a Massachusetts municipal corporation with a principal address of 895 Main Street, Ashby, Massachusetts 01431 ("the Town"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate the following adult use marijuana establishment at 238 Piper Road, Ashby, shown on the Ashby Assessors records as Map 8, parcel 67 (hereinafter referred to as the "Site"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00, as well as such approvals as may be issued by the Town in accordance with its Zoning By-law and other applicable local regulations:

An approximately 2,500 +/- square feet indoor licensed adult-use marijuana cultivation establishment, and an approximately 2,500 square feet outdoor licensed adult-use marijuana cultivation establishment (together, the "Marijuana Cultivator" as that term is defined and used pursuant to M.G.L. c.94G and 935 CMR 500.000); and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Commonwealth's Cannabis Control Commission ("the CCC") or such other State licensing or monitoring authority, as the case may be, to operate the Marijuana Cultivator Establishment ("Marijuana Establishment"), and receives all required local permits and approvals from the Town; and

WHEREAS, in order to apply for, obtain, and maintain a license from the CCC for the Marijuana Establishment, the Company is required to enter into a host community agreement with the Town pursuant to M.G.L. c. 94G, § 3(d); and

WHEREAS, the parties intend by this Agreement to satisfy the provisions G.L. c.94G, §3(d) applicable to the operation of the Marijuana Establishment, with such activities to be undertaken only in accordance with the applicable state and local laws and regulations of the Town.

NOW, THEREFOR, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:



## **1. Recitals**

The parties agree that the above recitals are true and accurate and that they are incorporated herein and made a part hereof.

## **2. Annual Payments**

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Marijuana Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, such permits and/or licenses allow the Company to locate, occupy, and operate the Marijuana Establishment in the Town, then the Company agrees to provide the following annual payments, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated solely with the negotiation of this Agreement:

### **A. Community Impact Fee**

The Company anticipates that the Town will incur additional expenses and impacts on the Town's roads; water and other infrastructure systems; communication systems; law enforcement; fire protection services; inspectional services; and permitting and consulting services; as well as other, unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual Community Impact Fee to the Town, the payment of which shall be subject to MGL Ch. 40, s.57, as accepted, in the amount and under the terms provided herein.

1. The Company shall annually pay an Annual Community Impact Fee in the amount of three percent (3%) of the gross wholesale value of marketable products produced by the operations at the Marijuana Establishment, and 3% of the gross sales value of product not produced at the Establishment. Wholesale value shall be determined by arms-length wholesale sales made by the Marijuana Establishment during the year and shall include all marijuana, marijuana infused products, paraphernalia and any other products produced and sold by the Marijuana Establishment. In the event that the Company distributes marketable product to an affiliated or subsidiary organization or company for consideration less than wholesale fair market value, the Town Annual Community Impact Fee shall be calculated using the fair market valuation of such transactions.
2. In the event that the Town Zoning Bylaw is changed, and that the change allows the Company to engage in retail sales, and/or in the event that retail sales become viable through so called "home delivery" or some other method, the



2. In the event that the Town Zoning Bylaw is changed, and that the change allows the Company to engage in retail sales, and/or in the event that retail sales become viable through so called "home delivery" or some other method, the Company shall, prior to undertaking such additional activities, be required to negotiate a new Host Community Agreement with the Town.
3. The Annual Community Impact Fee(s) shall be paid annually on February 1<sup>st</sup>, and be calculated on the gross sales of the Marijuana Establishment for the preceding calendar year as detailed in Section A1 of this agreement. The Annual Community Impact fee(s) shall begin after the company has received all necessary State and Town permits to begin operation and after the Company has notified the Town in writing that it has begun operations. Written notification of the beginning of operations should be sent to the Town no later than 30 days after the marijuana establishment actually begins operations. Fees shall continue for a period of five (5) years. Six months prior to the expiration of each five-year period, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee(s). If in the event the parties are unable to reach an Agreement at the end of each 5-year period, then the Company shall, until such time as an agreement is reached, pay an annual community benefit payment ("Community Benefit Payment") of one percent (1%) of gross sales, as described in Section A1, as applicable, from the Marijuana Establishment or \$33,444 per year, whichever is greater. The parties acknowledge and agree that the Community Benefit Payment to the Town shall not be deemed an impact fee subject to the requirements and limitations set forth in M.G.L.c.94G.
4. The Town shall use the above-mentioned payments in its sole discretion, but shall make a good faith effort, to the extent allowed by law, to allocate said monies to offset costs related to roads; water; and other infrastructure systems; communication systems; law enforcement; fire protection services; inspectional services; public health and addiction services; as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment ..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and agree that impacts may result in budgetary increases to the Town that cannot be separately identified or precisely quantified. Consequently, the Company acknowledges and agrees that the Annual Community Impact Fees due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.



6. The Company and the Town shall negotiate in good faith regarding appropriate and sufficient provisions for public safety, traffic control, and exterior security for the opening of the marijuana establishment. Cost of Police details, as agreed in the aforementioned negotiation shall be borne by the Company. Cost of additional Public Safety personnel, if required, will be paid by the Town. Notwithstanding the foregoing, the Company may pay or secure the necessary services in order to accommodate the requests of the town to pay for community impact(s) related to the initial opening and/or commencement of operations and the Town, at its discretion, may allow the Company to deduct such costs from its fees due under this Agreement.

**B. Additional Costs, Payments, and Reimbursements**

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest, or appeal the Town's building permit fee and any other permit application fees, water connection fees, and all other local charges and fees but only to the extent such fees are generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the facility; negotiation of this and any other related agreement(s); and any review concerning the facility, including planning, engineering, legal, and/or environmental professional consultants; and any related, reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the facility.
3. Other costs: The Company shall pay the Town's actual costs for holding public meetings and forums substantially devoted to discussing the facility and/or reviewing the facility, and for any and all reasonable consulting costs and fees incurred by the Town related to the monitoring and enforcement of the terms of this Agreement, including but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not made in full within ten (10) days of the date they are due, the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period from date of receipt of said notice to cure the failure in payment. If the Company fails to achieve full payment within such cure period, the Company shall be obligated to pay the Town a late payment penalty equal to five percent (5%) of the full required payment amount.



**C. Annual Charitable/Non-Profit Contributions:**

The Company, in addition any other funds specified herein, shall annually contribute to public, local charities and/or non-profit organizations in the town, an amount not less than \$5000. The funds shall be distributed among the eligible entities at the direction of a Committee, appointed by the Board of Selectmen in its reasonable discretion. The said Charitable/Non-Profit Contribution shall be paid annually, beginning on the first anniversary of the date of award of a license to the Company by the Cannabis Control Commission, and continue to be paid on said anniversary date for the duration of this Agreement. If the company increases the size of the greenhouse, adds additional greenhouses, or in any way increases the canopy area available for growing, then the minimum annual charitable contribution will increase by \$1 per square foot of additional space, payable annually. For example, adding 100 square feet of growing area will increase the minimum annual charitable contribution from \$5000 per year to \$5100 per year.

**D. Annual Reporting for Host Community Impact Fees and Benefit Payments**

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee, with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement, in accordance with standard accounting practices and any applicable regulations or guidelines from the Cannabis Control Commission. All records will be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent provided by law) as is required by the Cannabis Control Commission and Department of Revenue for purposes of obtaining and maintaining a license for the facility.

During the term of this Agreement and for three years following the termination of this Agreement, the Company shall agree, upon request of the Town, to have its financial records examined, copied, and audited by an Independent Financial Auditor, acceptable to the Town, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's fiscal records for purposes of determining that the Annual Payments made have been in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town, and shall occur only during normal business hours and at such place where said books, financial records, and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the said payments, and shall include a certification of itemized gross sales for the previous



calendar year, and all other information required to ascertain compliance with the terms of this Agreement.

**E. Emergency Communications Antenna Site**

The Company agrees to secure a permanent deed of easement from the owner of the Site to the Town at no cost to the Town, for the siting of an emergency communications antenna. The site will be chosen and the easement granted to the Town after consultations between the Town and the Company before the end of calendar year 2021, unless a delay is granted by the Town. The easement will allow access for utilities and maintenance and provide enough space for the antenna, an equipment shed, parking for a maintenance vehicle, and the required "fall zone".

**3. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

**4. Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.



## **5. Security**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Marijuana Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Marijuana Establishment.

## **6. Community Impact Hearing Concerns**

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Marijuana Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Marijuana Establishment; copies of said written policies and procedures applicable to the town impacts, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

## **7. Additional Obligations**

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Marijuana Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Marijuana Establishment in the Town, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning



[Bylaws/Ordinances] of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for Marijuana Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Marijuana Establishment for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

#### **8. Re-Opener/Review**

The Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company enters into a Host Community Agreement for a Marijuana Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

#### **9. Support**

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Marijuana Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Marijuana Establishment, in any particular manner and other than by the Town's normal and regular course of conduct in accordance with its rules and regulations and any statutory guidelines governing them.

#### **10. Term**

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Marijuana Establishment in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Marijuana Establishment within two years from the date this Agreement takes effect, this



Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Marijuana Establishment within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

#### **11. Successors/Assigns**

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

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

Notwithstanding, the above terms and obligations the Town shall not unreasonably withhold approval of the Company's request to assign, sublet or transfer its rights so long as such request has been approved by the Cannabis Control Commission.

#### **12. Notices**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:      Town of Ashby  
                    895 Main Street  
                    Ashby, MA 01431



To Company: Minuteman Farm, LLC  
238 Piper Road  
Ashby, MA 01431

**13. Severability**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

**14. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**15. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**16. Amendments/Waiver:**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both parties to the original Agreement, prior to the effective date of the amendment.

**17. Headings:**

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

**18. Counterparts**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

**19. Signatures**

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

**20. No Joint Venture:**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

**21. Nullity**

This Agreement shall be null and void in the event that the Company does not locate a Marijuana Establishment in the Town or relocates any of the Marijuana Establishment out of the Town, provided, however, that if the Company decides not to locate the Marijuana Establishment in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Marijuana Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

**22. Indemnification**

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or the Marijuana Establishment and the operation of said Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary



municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

### **23. Third-Parties**

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

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

TOWN OF ASHBY  
BY ITS BOARD OF SELECTMEN

James L. Dinkster  
Mike McCallum  
A. T. / b

MINUTEMAN FARM, LLC

Richard M. Barry  
By:  
Its: MANAGING PARTNER  
President

## PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Minuteman Farm shall ensure compliance with all of the following ordinances and zoning bylaws of Ashby, Massachusetts. Below is correspondence from the Zoning Board of Appeals required for compliance outlining. A marijuana cultivation center is a permitted use for the land via Ashby's zoning bylaw and special permit.

12.3.3 Requirements, Marijuana Establishments and Registered Marijuana Dispensaries. Prior to the start of site work, construction activities, or start of operation, the special permit issued by the Zoning Board of Appeals must be recorded at the Middlesex County Registry of Deeds and proof of recording provided to the Building Inspector.

Applications. All applications for special permits shall include the following, with the number of copies sufficient for Zoning Board of Appeals members and Town departments:

a. A completed special permit application form and associated check; b. A complete copy of the submitted application for a license from the State of Massachusetts as a Marijuana Establishment under 935 CMR 500; c. An executed Host Community Agreement as required under 935 CMR 500.101; d. A site plan showing new construction, if any, and all paved areas such as driveways and parking, lighting and fencing; intended screening/landscape buffers; the boundaries of any proposed outdoor growing area(s) and how they will be identified on the ground; e. A narrative describing the management and general operation of the facility, including: the proposed hours of operation; the amounts and types of fertilizers, pesticides and herbicides to be used and maintained on the site and how they will be stored and disposed of; the method of water recycling; the method of waste material disposal; the type and intensity of noise generated, and a description of anticipated odors; f. A lighting plan including photometrics; g. A security plan; h. A fire protection plan, and i. A list of other federal, state and local approvals required for the Marijuana Establishment.

At the discretion of the Zoning Board of Appeals, the following may also be required:

j. Elevations of proposed buildings; k. A plan or diagram of proposed signage, and l. The Zoning Board of Appeals may have additional requirements for material to be submitted with special permit applications.

Granting of Special Permits. The Zoning Board of Appeals shall be the special permit granting authority for special permits for Marijuana Establishments.

a. Prior to approval of the special permit, the Zoning Board of Appeals shall make a finding that the proposed use is not offensive nor detrimental to the area, and does not adversely affect the natural or human environment, including wetlands, water resources, stormwater, soils, noise, odors, lighting, visual aesthetics, traffic, or the safety and welfare of the residents of the Town.  
2/10/2020

Yahoo Mail - Ashby ZBA application

b. The following condition shall be included in all special permits for Marijuana Establishments, where retail sales to the general public are not permitted under this Bylaw, or are prohibited by State law:



## PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Sales, gifts or delivery of marijuana or marijuana products to the general public shall be prohibited. c. Upon conclusion of the work, the applicant shall provide an as-built plan with certification from a Massachusetts Licensed Professional Engineer that all work is in conformance with the approved plan and setting forth deviations, if any exist. d. The Zoning Board of Appeals may add other conditions to the special permit as deemed appropriate to protect the natural and human environment.

## OUTREACH NOTICE TO TOWN OF ASHBY

Attachment A (Community outreach notice in the newspaper) and attachment C (notice to abutters) were both provided to the town clerk in order to notify the Town of Ashby of Minuteman Farm's intent to become a marijuana cultivation establishment.

" Attachment B "

**MINUTEMAN FARM LLC**

**ATTENTION ASHBY TOWN CLERK:**

**PLEASE POST THE FOLLOWING PUBLIC NOTICE:**

**PUBLIC MEETING  
TOWN OF ASHBY**

Notice is here by given that a public community out-reach meeting for Minuteman Farm, LLC, 238 Piper Road, Ashby, Ma 01431, being a marijuana cultivation facility, is scheduled for Thursday, November 14, 2019 at 6:00 PM at the Ashby Public Library, Ma 01431. All are welcome to come and ask any questions regarding the project. If you cannot attend, please reach out to us at robertbarryj@gmail.com.

**Richard G. Barry  
11/6/2019**

## 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): November 14, 2019
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:

Nov 6, 2019

b. Name of publication:

Fitchburg  
Sentinel

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:

November 6, 2019

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:

November 6, 2019

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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:

MINUTEMAN FARM LLC

Name of applicant's authorized representative:

Richard G. BARRY

Signature of applicant's authorized representative:

Richard G. Barry, MANAGING PARTNER



## 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:

MINUTEMAN FARM LLC

2. Name of applicant's authorized representative:

RICHARD G. BARRY

3. Signature of applicant's authorized representative:

Richard G. Barry

4. Name of municipality:

TOWN OF ASHBY

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

Board of Selectman



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

Robert R. Hansen, Town Administrator

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

administrator@ashby-ma.gov

8. Host community agreement execution date:

October 30, 2019



newlifeconstruction.pro

## Public Notice

### COMMUNITY OUTREACH PUBLIC MEETING TOWN OF ASHBY

Notice is hereby given that a public community out- reach meeting for Minuteman Farm, LLC, 238 Piper Road, Ashby, Ma 01431, being a marijuana cultivation facility, is scheduled for Thursday, November 14, 2019 at 6:00 PM at The Ashby Public Library located at 812 Main St., Ashby, Ma 01431. All are welcome to come and ask any questions regarding the project. If you cannot attend, please reach out to us at [robertbarry@gmail.com](mailto:robertbarry@gmail.com)

November 6, 2019

Attachment A

# NOTICE TO ABUTTERS

## COMMUNITY OUTREACH PUBLIC MEETING TOWN OF ASHBY

Notice is here by given that a public community out- reach meeting for Minuteman Farm, LLC, 238 Piper Road, Ashby, Ma 01431, being a marijuana cultivation facility, is scheduled for **Thursday, November 14, 2019 at 6:00 PM** at The Ashby Public Library located at 812 Main St., Ashby, Ma 01431. All are welcome to come and ask any questions regarding the project. If you cannot attend, please reach out to us at [robertbarryj@gmail.com](mailto:robertbarryj@gmail.com)

ATTACHMENT C

Ashby is NOT on The List  
Not Applicable

## Guidance for Identifying Areas of Disproportionate Impact

The following guidance is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This guidance is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

### Areas of Disproportionate Impact

You can use this guidance to determine if an address is within an "area of disproportionate impact" as defined by the Commission to determine eligibility for economic empowerment priority status and the social equity program. Communities with a population of more than 100,000 people (Boston, Lowell, Springfield, and Worcester) will be subdivided by census tract numbers according to US Census unemployment data.

29 Communities of Disproportionate Impact			
Abington	Amherst	Boston	Braintree
Brockton	Chelsea	Chelsea	Fall River
Fitchburg	Fitchburg	Greenfield	Haverhill
Holyoke	Lowell	Lynn	Mansfield
Mansfield	Monson	New Bedford	North Adams
Pittsfield	Quincy	Randolph	Revere
Southbridge	Spencer	Springfield	Taunton
Walpole	Wareham	West Springfield	Worcester

1. Determine if the address is in one of the 29 communities designated as areas of disproportionate impact.
2. If the address is in a listed community **other than** Boston, Worcester, Springfield, or Lowell, that qualifies as an area of disproportionate impact.
3. If the address is in Boston, Lowell, Springfield, Worcester, use the following process to determine whether the address is in an area of disproportionate impact.
4. Go to the United States Census Bureau's Fact Finder webpage.

## PLAN FOR POSITIVE IMPACT

Any actions taken, or programs instituted, by the Minuteman Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Additionally, Minuteman acknowledges and is aware and will adhere to the requirements of the 935 CMR 500.105 (4) permitted and prohibited advertising, branding marketing and sponsorship practices

**Goal:** Minuteman Farm's goal is to positively impact Fitchburg, Massachusetts, residents who have past drug convictions; or Fitchburg, Massachusetts, residents with parents or spouses who have drug convictions, by holding an entry level educational seminar on the Marijuana cultivation industry, annually, at the Fitchburg Public Library.

**Program:** Minuteman Farm shall post advertisements in the local newspaper (at least 4 weeks leading up to the annual seminar), The Fitchburg Sentinel, stating Minuteman Farm is specifically looking for Fitchburg, Massachusetts residents who have past drug convictions, or Fitchburg, Massachusetts, residents with parents or spouses who have drug convictions, and who have little to no experience in the Marijuana Industry, but are seeking to understand the cannabis plant, the legal industry, and entry-level opportunities. Seminars will focus primarily on legal cultivation practices, and interview preparation for entry level positions in the Cannabis industry.

**Metrics:** Minuteman Farm will count the number of individuals who have past drug convictions or whose parents or spouses have past drug convictions and attended the educational seminars. The number of people who attended shall be recorded, along with all the advertising activities leading up to the event and available to the Commission upon request. The progress or success of the above plan shall be documented upon renewal (one year from provisional licensure, and each year thereafter).





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

mass.gov/dor

Letter ID: L0079808576  
Notice Date: December 11, 2019  
Case ID: 0-000-577-897



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MINUTEMAN FARM LLC  
18 MAIN ST STE 203  
TOWNSEND MA 01469-1300

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

mass.gov/dor

Letter ID: L0079808576  
Notice Date: December 11, 2019  
Case ID: 0-000-577-897



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MINUTEMAN FARM LLC  
18 MAIN ST STE 203  
TOWNSEND MA 01469-1300

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001385478

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

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

No. and Street: 18 MAIN ST UNIT203

P O BOX 583

City or Town: TOWNSEND

State: MA

Zip: 01469

Country: USA

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

No. and Street: 18 MAIN ST UNIT203

P O BOX 583

City or Town: TOWNSEND

State: MA

Zip: 01469

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:**

FARMING, CULTIVATION, PROCESSING & SALES

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

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

Name: RICHARD BARRY

No. and Street: 18 MAIN ST

P O BOX 583

City or Town: TOWNSEND

State: MA

Zip: 01469

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RICHARD G BARRY	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	NICO SINISCALCHI	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT J BARRY	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of May, 2019,**  
**RICHARD G. BARRY**

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

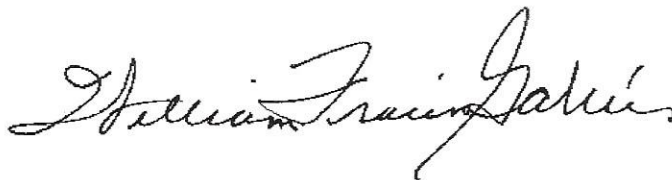


THE COMMONWEALTH OF MASSACHUSETTS

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:

May 24, 2019 11:31 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001385478

The date of filing of the original certificate of organization: 5/24/2019

1.a. Exact name of the limited liability company: MINUTEMAN FARM LLC

1.b. The exact name of the limited liability company as amended, is: MINUTEMAN FARM LLC

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

No. and Street: 18 MAIN ST UNIT203

P O BOX 583

City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

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

4. The latest date of dissolution, if specified:

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

Name: RICHARD BARRY

No. and Street: 18 MAIN ST

P O BOX 583

City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RICHARD G BARRY	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	NICO SINISCALCHI	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA
SOC SIGNATORY	MARCEL A NUNES	18 MAIN ST TOWNSEND, MA 01469 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT J BARRY	18 MAIN ST UNIT203 TOWNSEND, MA 01469 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

ADDITIONAL MANAGER NAMED

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of December, 2019,**  
RICHARD G. BARRY , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

December 06, 2019 12:55 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## MINUTEMAN FARM, LLC

### OPERATING AGREEMENT

This operating agreement, dated effective May 24, 2019, is by and among the Members and Managers set forth herein of **MINUTEMAN FARM, LLC**, a Massachusetts limited liability company (the "LLC").

### RECITAL

The LLC has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing of a Certificate of Organization, effective May 24, 2019, in the office of the Secretary of the Commonwealth of Massachusetts.

The members wish this document to be their agreement as to the affairs of the LLC and the conduct of its business.

### TERMS

In consideration of their mutual covenants herein, the parties hereby agree as follows:

1. **Members; Membership Interests; Voting; Manager.**

a. **MEMBERS:** **RICHARD G. BARRY, ROBERT J. BARRY, NICO SINISCALCHI** and **MARCEL NUNES**, and each person hereafter admitted to membership in the LLC from time to time who has not disassociated as a member as provided herein or in the Act, are each herein referred to individually as a "Member" and collectively as the "Members." The initial Members are listed on Schedule A attached hereto and made a part hereof. Said schedule shall be amended from time to time by the Manager (hereinafter defined) to reflect the withdrawal of Members or the admission of additional Members pursuant to this Agreement.

b. **VOTING:** Except as otherwise provided herein, all decisions of the Members entitled to vote on a matter shall be made by majority action or written consent of the Members, majority being defined as a majority Percentage Interest, as defined herein below. Written notice shall be sent to each Member prior to any such action unless all Members entitled to vote thereon consent in writing to such action.

c. **PERCENTAGE INTEREST:** "Percentage Interest" or "Membership Interest" means a Member's percentage share of income, gain, loss, deduction and credits of the LLC and of the right to receive distributions of the LLC's assets, measured against all Members. The Percentage Interest of each Member of the LLC shall initially be the percentage set forth opposite such Member's name on Schedule A hereto. The Managers shall amend such schedule from



time to time in accordance with the provisions hereof. The combined Percentage Interests of all Members of the LLC shall at all times equal 100%.

d. MANAGERS. The LLC shall be managed by one or more persons from time to time serving as Manager. The initial Managing Partner shall be RICHARD G. BARRY. Upon a majority written consent of all Members, any Manager may be removed and any one or more persons may be appointed to serve as Manager. Subject to, and except as otherwise provided by the provisions of this Agreement, the Managing Partner may exercise all the powers and privileges granted by the Act, any other law, or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, property or affairs of the LLC. No Member, by reason of such Member's status as such, shall have any authority to act for or bind the LLC. The Members may vote upon or approve the actions specified herein to be voted upon or approved by the Members. There shall be only one Managing Partner of the LLC and a second Member shall be appointed as alternate by the Members if the Managing Partner becomes unwilling or unable or ceases to so serve, the Alternate person, so serving as Alternate Managing Partner shall serve as Managing Partner. However, to the extent agreed upon as set forth herein, the Managing Partner may individually execute any such documentation to effectuate or consummate any such LLC action and may further certify that said action has been approved by the Membership.

e. LIMITATION ON POWER OF THE MANAGING PARTNER Notwithstanding anything to the contrary contained in this Agreement, no Manager(s) shall have the authority, individually or otherwise, to exercise the following powers and privileges without first obtaining a majority action consent of the LLC:

- (1) engage in any business activity other than as set forth in this Agreement;
- (2) perform any act in violation of the provisions of any mortgage loan agreements pertaining to LLC property which causes material adverse harm to the LLC;
- (3) borrow money or otherwise incur indebtedness from third parties and to pledge or otherwise grant a security interest in the assets of the LLC to secure such indebtedness;
- (4) borrow from the LLC or commingle LLC funds with funds of any other person.
- (5) act in contravention of this Agreement;
- (6) do any act which would make it impossible to carry on the ordinary business of the LLC;
- (7) confess a judgment against the LLC;

- (8) possess property or assign rights in property for other than a LLC purpose;
- (9) sell, lease or otherwise dispose of, at any time, any of the assets of the LLC;
- (10) incur any debt which is not in the ordinary course of business;
- (11) substantially change the nature of the LLC's business;
- (12) buy or agree to buy any additional assets for the LLC;
- (13) issue any membership interest or admit any new Member(s);
- (14) amend the Certificate of Organization of the LLC;
- (15) voluntarily file a petition in bankruptcy by the LLC; or
- (16) dissolve or wind up with LLC.

**2. Capital Contributions; Capital Accounts; and Liability of Members.**

a. Each Member has contributed to the capital or operation of the LLC. Additional capital contributions may be made by any Member with the written consent of all of the Managers.

b. Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the LLC without the express written agreement of the Manager. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by such Member or to receive any other payment in respect of such Member's interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

c. A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital (net of any liabilities securing the contributed property that the LLC assumes or takes subject to) made by such Member to the LLC, the amount of any LLC liability assumed by such Member (other than in connection with the distribution of LLC property), and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member (net of any liabilities such Member assumes or takes subject to); the amount of any liabilities of such Member assumed by the LLC (other than in connection with a contribution), and such Member's share of the net losses of the LLC.



d. No Member, in such Member's capacity as a Member or Manager, shall have any liability to restore any negative balance to such Member's capital account. In no event shall any Member, in such Member's capacity as a Member or Manager, be personally liable for any debt, liability or obligation of the LLC.

3. **Return of Contributions.** The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time with the written consent of a majority of the Members.

4. **Share of Profits and Other Items.**

a. After the repayment of the capital investments all items of income, gain, loss, deduction, credit and the like and all distributions of cash and other assets, including proceeds from liquidation of the LLC, shall be allocated among the Members according to their Percentage Interests in the LLC. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts upon majority consent of the Member(s) as they so determine in their sole discretion.

b. Items of income, gain, loss, deduction, credit and the like shall, for accounting purposes, be as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of income, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share therein for non-tax purposes.

5. **Admission of Additional Members.** Except as set forth herein, no person or entity, including any transferee or holder by operation of law of the interest of a Member, may be admitted to the LLC as a Member without the majority written consent of all of the Members and all of the Managers. The Managers shall amend Schedule A from time to time to reflect the changes thereto required by any such admission.

6. **Priorities.** No Member, in such Member's capacity as a Member, shall have any rights or priority over any other Member as to contributions, distributions or compensation, except as provided for herein.

7. **Dissolution.** The LLC shall not be dissolved except by majority consent of all of the Members or by decree of judicial dissolution under Section 44 of the Act.

8. **Termination of Membership.** No Member may withdraw from the LLC or have any right to distributions respecting such Member's membership interest upon withdrawal or resignation from the LLC or otherwise, except as expressly set forth herein.



**9. Tax Status, Books and Records.**

a. The Members intend that the LLC be taxed as a partnership for all purposes and the Members shall execute such documents and take such actions as may reasonably be required to qualify for and maintain partnership treatment for all tax purposes.

b. The Manager shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Managing Partner shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books.

c. Such books shall be kept on such method of accounting as the Managers may from time to time determine. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

d. The Managing Partner, shall be the "tax matters partner". If there is more than one Manager any Manager who is also a Member may be the "tax matters partner" of the LLC for purposes of the Code.

**10. Indemnity; Other Business.**

a. The LLC shall indemnify and hold harmless each Member, Manager, and the officers, directors, members, managers, partners, shareholders, or trustees of any Member that is a corporation, limited liability company, partnership, trust or other entity against any and all claims and demands that are substantially related to their membership or management of the LLC. Such indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any such indemnification may be provided although the person to be indemnified is no longer a Member or Manager. No indemnification shall be provided for any person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the LLC.

b. Each Member and each Manager of the LLC and any affiliates of any of them may not engage in and possess interests in other Cannabis business ventures and investment opportunities of every kind and description, independently or with others, including serving as owners, members, managers or general partners of other limited liability companies, partnerships or other entities with purposes similar to those of the LLC. Neither the LLC nor any Member or Manager of the LLC, on account of their capacity as such, shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

11. **Amendments.** No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment is in writing and duly executed by all of the Members.

12. **Transfers**

12.1. ***Certain Definitions.*** For purposes of this Section 12, the following terms shall have the meanings indicated.

“Involuntary Withdrawal” means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver or liquidator for the Member or all or any substantial part of the Member’s properties, without the Member’s agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- (v) if the Member is an individual, the naming of the Member in any action for divorce or separate support;
- (vi) if the Member is an individual, the Member’s death;

“Transfer” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means voluntarily to sell hypothecate, pledge, assign or otherwise transfer.

“Voluntary Withdrawal” means a Member’s disassociation with the LLC by means other than a Transfer or an Involuntary Withdrawal.

12.1. **Permitted Transfers**

The following Transfers shall be permitted without the approval of the Board of Managers or Members otherwise required elsewhere in this document.



(a) The interest of Member **RICHARD G. BARRY** may be transferred to his son and Member **ROBERT J. BARRY**, upon the death or resignation of **RICHARD G. BARRY** as a Member of the LLC.

(b) The interest of Member **ROBERT J. BARRY** may be transferred to his father and Member **RICHARD G. BARRY**, upon his death or resignation of **ROBERT J. BARRY** as a Member of the LLC.

### ***12.2. Right of First Refusal.***

(a) If a Member (individually, a "Transferor") receives a bona fide written offer which the Member desires to accept (the "Transferee Offer") from any other Person (a "Transferee") to purchase all or any portion of the Transferor's Interest (the "Transferor Interest") for a purchase price denominated and payable in United States dollars, then, prior to any Transfer of the Transferor Interest, the Transferor shall give the LLC written notice (the "Transfer Notice") containing each of the following:

(i) the Transferee's identify;

(ii) a true and complete copy of the Transferee Offer; and

(iii) the Transferor's offer (the "Offer") to sell the Transferor Interest to the LLC for a price equal to that contained in the Transferee Offer (the "Transfer Purchase Price").

(b) The Offer shall be and remain irrevocable for a period (the "Offer Period") ending on the thirtieth (30th) day following the date the Transfer Notice is given to the LLC. At any time during the Offer Period, the LLC may accept the Offer by giving written notice to the Transferor of its acceptance (the "Offeree Notice"). The Transferor shall not be deemed a Member for the purpose of the vote on whether the LLC shall accept the Offer. If the LLC accepts the Offer, the Offeree Notice shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the Offer Period.

(c) If the LLC accepts the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date or at the LLC's election such other terms as set forth in the Transferor Notice.

(d) If the LLC rejects the Offer or fails to accept the Offer (within the time and in the manner specified in this Section), then the Transferor shall be free for a period (the "Free Transfer Period") of thirty (30) days after the expiration of the Offer Period to Transfer the Transferor Interest to the Transferee, for the same or greater price and on the same terms and conditions as set forth in the Transfer Notice. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.



(a) The interest of Member **RICHARD G. BARRY** may be transferred to his son and Member **ROBERT J. BARRY**, upon the death or resignation of **RICHARD G. BARRY** as a Member of the LLC.

(b) The interest of Member **ROBERT J. BARRY** may be transferred to his father and Member **RICHARD G. BARRY**, upon his death or resignation of **ROBERT J. BARRY** as a Member of the LLC.

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(c) If the LLC accepts the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date or at the LLC's election such other terms as set forth in the Transferor Notice.

(d) If the LLC rejects the Offer or fails to accept the Offer (within the time and in the manner specified in this Section), then the Transferor shall be free for a period (the "Free Transfer Period") of thirty (30) days after the expiration of the Offer Period to Transfer the Transferor Interest to the Transferee, for the same or greater price and on the same terms and conditions as set forth in the Transfer Notice. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.

(e) Any Transfer by the Transferor after the last day of the Free Transfer Period or without strict compliance with the terms, provisions and conditions of this Section and the other terms, provisions and conditions of this Agreement, shall be null and void and of no force or effect.

### ***12.3. Optional Buy-out in Event of Involuntary Withdrawal.***

(a) After an Involuntary Withdrawal, the withdrawn Member shall be deemed to offer for sale (the "Withdrawal Offer") to the LLC the Interest owned of record and beneficially by the withdrawn Member (the "Withdrawal Interest"). The buy-out provisions of this Section 12.3 shall be in lieu of any buy-out rights the withdrawn Member may have from the LLC pursuant to the Act or otherwise.

(b) The Withdrawal Offer shall be and remain irrevocable for a period (the "Withdrawal Offer Period") ending on the one hundredth (100th) day following the date of the Involuntary Withdrawal. At any time during the Withdrawal Offer Period, the LLC may accept the Withdrawal Offer by notifying the withdrawn Member (the "Withdrawal Notice") of its acceptance. The withdrawn Member shall not be deemed a Member for the purpose of the vote on whether the LLC shall accept the Withdrawal Offer.

(c) If the LLC accepts the Withdrawal Offer, the Withdrawal Notice shall fix a closing date (the "Withdrawal Closing Date") for the purchase which shall be not earlier than ten (10) or later than ninety (90) days after the expiration of the Withdrawal Period.

(d) If the LLC accepts the Withdrawal Offer, the LLC shall purchase the Withdrawal Interest for a price equal to the amount the withdrawn Member would receive if the LLC were liquidated based upon an amount equal to the Appraised Value, as defined herein, were available for distribution to the Member's (the "Withdrawal Purchase Price") minus any and all costs associated with the potential sale of any Company assets, including broker or selling commissions, income or transfer taxes, closing costs and a risk forfeiture fee equal to twenty-five (25) percent of the total value of the Membership interest. The Withdrawal Purchase Price shall be paid in cash on the Withdrawal Closing Date or at the purchaser's option by a promissory note (substantially in the form of Schedule B) for such purchase price, which note shall be for a term of not more than five (5) years, the payment of principal and interest to be in equal monthly installments, and interest shall be payable at the then Applicable Federal Rate.

(e) If the LLC fails to accept the Withdrawal Offer, then the withdrawn Member or the withdrawn Member's successor, as the case may be, upon the expiration of the Withdrawal Offer Period, thereafter shall be treated as the unadmitted assignee of a Member.

### ***12.4. Appraised Value.***



(a) The term "Appraised Value" means the appraised value of the equity of the LLC's assets as agreed upon by the LLC and the Withdrawn Member, or if deceased, his duly appointed executor. If the parties cannot agree on such Appraised value, then within fifteen (15) days after demand by either one to the other, the LLC and the withdrawn Member or if deceased, his duly appointed executor, shall each appoint an appraiser to determine the value of the equity of the LLC's assets. If the two appraisers agree upon the equity value of the LLC's assets, they shall jointly render a single written report stating that value. If the two appraisers cannot agree upon the equity value of LLC's assets, they shall each render a separate written report and shall appoint a third appraiser, who shall appraise the LLC's assets and determine the value of the equity therein, and shall render a written report of his opinion thereon. Each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser shall be shared equally by both parties.

(b) The equity value contained in the aforesaid joint written report or written report of the third appraiser, as the case may be, shall be the Appraised Value; provided, however, that if the value of the equity contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall govern; and provided, further, that if the value of the equity contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern.

#### **12.5    *Option by Members.***

In the event that the LLC does not exercise its rights to purchase under Section 12.2 or 12.3 hereinabove, the remaining Member(s) shall have the option to purchase the Interest of the withdrawing Member or selling Member, whichever applicable, pro-rata based upon their percentage ownership in the LLC exclusive of the ownership interest of the withdrawing or selling Member. If all remaining Members do not elect to purchase such Interest, the other Members may purchase the Interest being transferred, pro rata based upon their current ownership interest in the LLC. The rights of the Members hereunder shall be under the same terms and conditions as set forth with respect to the LLC and this provision shall not be deemed to extend any of the dates set forth herein, including, without limitation the Offer Period, Transfer Closing Date, Free Transfer Period, Withdrawal Offer Period, and Withdrawal Closing Date all of which shall remain the dates established in the foregoing sections.

#### **13.    Miscellaneous.**

a.        Subject to the restrictions on transfers set forth herein, this Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Members, their respective heirs, legal representatives, successors and permitted assigns; and each and every successor to any part of the interest of any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member or any creditor of the



a. Subject to the restrictions on transfers set forth herein, this Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Members, their respective heirs, legal representatives, successors and permitted assigns; and each and every successor to any part of the interest of any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member or any creditor of the LLC other than a Member or Manager who is a creditor of the LLC in such Member's or Manager's capacity as Member or Manager.

b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

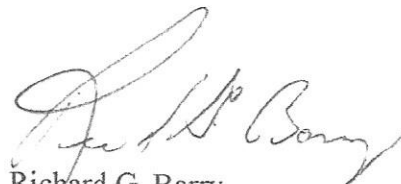
c. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

d. Any and all notices under this Agreement shall be deemed effective if sent by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery, addressed, if to the LLC at its registered office under the Act, and if to a Member at the last address of record on the books of the LLC.

e. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

f. Captions are used herein for convenience only, and shall not constitute a part of this Agreement for any purpose. Whenever the words "Manager" or "Member" are used, the plural includes the singular and the singular includes the plural, as the context requires.

Executed effective the date first above written.

  
Richard G. Barry,  
Managing Partner and Member

  
Robert J. Barry, Member

A stylized, handwritten signature in black ink, featuring a large, sweeping initial 'N' and a series of connected loops and strokes.

Nico Siniscalchi, Member

A handwritten signature in black ink, appearing to read 'Marcel A. Nunes' with a fluid, cursive style.

Marcel A. Nunes, Member

**SCHEDULE A  
TO  
OPERATING AGREEMENT  
OF  
MINUTEMAN FARM, LLC**

**MANAGER**

**Richard G. Barry**

**MEMBERS**

<b><u>Member</u></b>	<b><u>Percentage Interest of LLC</u></b>	<b><u>Initial Contribution</u></b>
Richard G. Barry	15%	\$1,500.00
Robert J. Barry	15%	\$1,500.00
Nico Siniscalchi	30%	\$3,000.00
Marcel A. Nunes	40%	\$4,000.00



**BUSINESS PLAN**  
**MINUTEMAN FARM LLC**

238 PIPER ROAD, ASHBY, MA

01431

January 7, 2020

**Business Plan**

***Business type:*** limited liability company (LLC).

***The Management:***

Richard Barry will serve as the Managing Partner with overall responsibilities of the company within the limits set out in the companies Operating Agreement.

Robert Barry will serve as the Asst. Managing Partner with primary responsibilities for the day to day management of the company as well as security and compliance. Other responsibilities will be assigned as needed by the Managing Partner.

Marcel Nunes has primary responsibilities for banking, revenue, investment and accounting requirements.

Nico Siniscalchi is the Chief Grower and has total responsibility for the product from seed to market.

## ***The Goals and Objectives***

Minuteman Farms LLC will be a state of the art cannabis cultivation facility consisting of a 2,100 square foot NEXUS Greenhouse, 2,500 sq. ft. outdoor canopy and a 2900 sq. ft. warehouse located in what is primarily a farming community on the Massachusetts/New Hampshire Line. Our primary goal is to cultivate the highest quality cannabis with maximum yield per square foot, resulting in highest profitability in the industry per square foot.

***The Product:*** Cannabis cultivation

***The Target Market:*** Independent dispensaries without growing operations.

***Pricing Strategy:*** Market Price

***The Competitors:*** All other marijuana cultivation establishments who sell to dispensaries who do not have their own cultivation capability.

## **The Company**

***Business Sector:*** farming and agriculture sector.

***Company Ownership Structure:*** limited liability company (LLC)

***Ownership Background:***

**RICHARD G. BARRY (member):**

Mr. Barry is a graduate of New England Institute 1970 and has been a businessman for 50 years. He is currently a Principal in a Business and Tax Consulting & Preparation Company for 30 years. He has been a Real Estate Broker for 45 years and operated companies in the past with as many as 40 employees. He will serve as the Managing Partner for all non growing related activities.

**Robert J. Barry (member):**

Mr. Barry is a graduate of Westfield University 2014 and is an associate in a Business & Tax Consulting and Preparation Company. He is currently in the United States Air-force Reserves as an analyst and served for 6 years in the the US Army. Until recently he was employed as an analyst with a U. S.

defense contractor. He will serve as the Assistant Managing Partner with primary responsibilities for operations, compliance and security.

Marcel A. Nunes (member):

Mr. Nunes is a graduate of Massachusetts College of Pharmacy and is currently employed by a major Pharmaceutical Company as a Pharmacist. For over 10 years he owned and operated a pharmacy where he was responsible for all facets of the company. He will serve as the individual responsible for finance of the facilities and all matters relating to tax and revenue compliance.

Nico A. Siniscalchi (member):

Mr. Siniscalchi has studied and served as a consultant to growers in the Cannabis industry for the past 7 years. His reputation for growing is respected in the industry. He will be responsible for the entire growing operation.

*Organizational Timeline:* The application, construction and business startup process will take approximately 12 to 14 months. It is projected that the operation will commence no later than July 1, 2020. This time-frame will allow the facility to produce 2 harvest.

*Company Assets:* land valued at \$55,000.00; greenhouse & warehouse including construction valued at \$500,000.00; agricultural material valued at \$30,000.00; Total: \$585,000.00

*Staffing:* MINUTEMAN FARM LLC will employ one-four full-time employees.

## **Marketing Plan**

*The Target Market:* Independent dispensaries without growing operations.

*Established Customers:* 2 dispensaries in Holyoke and 1 in Belchertown as soon as we produce and they are fully licensed.

*Advertising:* The product is a controlled substance and will be marketed with direct sale contact to the dispensaries in compliance with State Law.



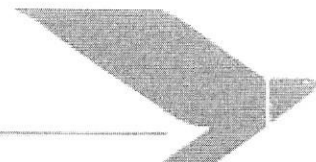
Minuteman Farm shall register with the Department of Unemployment upon hiring employees. A certificate of good standing shall be provided to the commission upon recite of the certificate from the Department of Unemployment.

## **LIABILITY INSURANCE**

Minuteman Farm LLC is working with its insurance company to provide insurance liability for the company to include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence.

# CASSIN INSURANCE AGENCY

INSURANCE FOR EVERY NEED



June 10, 2020

Minuteman Farm LLC  
Richard Barry  
PO BOX 583  
Townsend, MA 01469

RE: Insurance for cannabis cultivation

Minuteman Farm LLC & Patrick Barry:

Our office is in the process of securing the insurance that will be needed for the cannabis cultivation business that you are starting.

We will be providing quotes for the liability insurance needed for the location at 238 Piper Rd, Ashby, MA 01431. This insurance will include premises liability and medical payments for that location.

We will also provide quotes property coverage for any structures or personal property at that location.

The quotes should be ready to bind the coverages needed as soon as you are ready to start your operation.

If there are any questions, please feel free to contact our office.

Sincerely,



Brad Cassin



Bates Fullam Insurance Agency  
975 Elm Street  
West Springfield, MA 01089-2743  
(413) 737-3539  
Fax (413) 731-8255

Bombard Insurance Agency  
1225 Sumner Avenue,  
Springfield, MA 01118  
(413) 733-3553  
Fax (413) 733-1808  
[www.batesfullam.com](http://www.batesfullam.com)

Cassin Insurance Agency  
P.O. Box 40, 104 Elm Street  
Westfield, MA 01086  
(413) 568-1243  
Fax (413) 562-8431  
[www.cassinins.com](http://www.cassinins.com)



## SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Minuteman Farm is a cultivation establishment that serves the marijuana recreation enterprise.

Minuteman Farm is not associated with the medicinal community; therefore, separation of operations is not applicable.

request an unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest and recovery from childbirth.

#### *Election Days*

Provided an employee's schedule does not allow time for voting outside of work, and that he/she is a registered voter, he/she may take up to two hours, with pay, at the beginning or end of a workday, to vote in local, state or national elections.

## **Section 5. Employment Benefits**

The following is merely an overview of the Company's benefits package. It does not contain all relevant information. Please contact Richard G. Barry to obtain all details.

### **5.1 Unemployment Insurance**

Employees rendered unemployed through no fault of their own or due to circumstances described by law, receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any), and duration.

### **5.2 Workers' Compensation**

Workers' Compensation laws compensate for accidental injuries, death and occupational disabilities suffered in the course of employment. Minuteman Farm LLC provides Workers' Compensation Insurance for all employees. Generally, this includes lost wages, disability payments and hospital, medical and surgical expenses (paid directly to hospital/physician) and assistance in injured employees in returning to suitable employment.

### **5.3 Social Security Benefits (FICA)**

Both employees and the Company contribute funds to the federal Social Security Program, which provides retirees with benefit payments and medical coverage.



## **Section 6. Rules of Conduct**

### **6.1 On the Job**

#### *Reporting for Work*

Employees are expected to begin and end each shift at the time and on the day appointed. You must inform your supervisor *before* the start of the work day if you will be absent or late, and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one's supervisor or report to work for consecutive workdays will be considered voluntary resignation, and result in removal from payroll.

#### *Clocking In*

If you are a non-exempt employee, it is your responsibility to clock in when you begin your shift and clock out when you finish. If you forget, bear in mind that your timecard cannot be updated without your supervisor's approval.

#### *Staying Safe*

Safety in the workplace is the Company's number one priority. You must inform your supervisor in the event of unsafe conditions, accident or injury, and use safe working methods at all times.

#### *Meals & Breaks*

Unless defined otherwise by Massachusetts state law, non-exempt employees are entitled to a paid 10-minute break for every four hours of work, as well as a 30-minute meal break for any shift lasting longer than five hours.

#### *Cell Phone Use*

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with operations in any way, an employee's cell phone privilege may be rescinded and disciplinary action, up to and including termination, may be used.

Employees who receive Company cell phones should strive to use them for Company business only. All phones must be shut off during meetings.

### **6.2 Rules & Policies**

#### *Confidentiality*

No previous or current employee may disclose or give access to confidential Company information, in any way or at any time, unless otherwise authorized by Management.

#### *Discrimination & Harassment*

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on-site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behaviour among employees or contractors will result in disciplinary action, with

the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate.

### *Drugs & Alcohol*

Good performance on the part of our employees is crucial to Minuteman Farm LLC's success. For this reason, we strictly forbid employees to do the following while at work\*:

- Drinking alcohol and selling, purchasing or using illegal drugs at work. An "illegal drug" is any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.
- Possession of any non-prescribed controlled substance, including alcohol and legal illegally obtained prescription drugs.
- Reporting for work intoxicated. We reserve the right to test employees for substance abuse. Illegal drugs, illegal drug metabolites, or excessive alcohol in your system will result in disciplinary action.

The Company cares about the overall health and well-being of its employees. Any employee who feels that he/she is developing a substance abuse problem is urged to seek help. The Company will grant time off (within reason) for rehabilitation. Be advised, however, that this will not excuse a substance-related offense. In some cases, completion of Company-approved rehabilitation program may serve as an alternative to termination.

*\*Any piece of Company property, including Company vehicles, as well as during work hours.*

### **6.3 Disciplinary Action**

The Company takes disciplinary matters very seriously, and will exact discipline as it sees fit for any unacceptable action or behaviour. These may include:

- Excessive lateness and/or absence
- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons or explosives
- Illegal harassment and/or discrimination - of any kind
- Violation of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counselling to demotion, transfer, suspension or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved. Please review and internalize the list of "Don'ts" above, and make an effort to use good judgments at all time.

### *Workplace Inspections*

At Minuteman Farm LLC, we have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

## At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee: Robert J. Barry

I acknowledge that I have received a copy of the Minuteman Farm LLC Employee Handbook, which contains vital information on the Company's policies, procedures and benefits.

I understand that this handbook's policies are intended only as guidelines, not as a contract of employment. I understand that my employment is on "at-will" terms and therefore subject to termination, with or without notice or obvious reason, by myself or the Company. Changes to my "at-will" status may only take the form of a written agreement signed by an authorized member of the Company as well as myself. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

\_\_\_\_\_  
Robert J. Barry

DATED:

\_\_\_\_\_  
Richard G. Barry

DATED:



## **BACKGROUND CHECKS**

Minuteman Farm LLC maintains the expectation that all those employed by Minuteman Farm exhibit good and lawful conduct, both on and off the job. Minuteman Farm LLC is prepared to conduct any and all necessary vetting activities prescribed by the Cannabis Control Commission including but not limited to the following: a Criminal Offender Record Information report (CORI) within 30 days prior to submission of an agent registration; consulting with a reputable screening firm such as Employment Screening Resources (ESR)

## RECORD KEEPING PROCEDURES

All records applicable to marijuana cultivation required in any section (but not limited to) of the 935 CMR 500.00 shall be maintained as required by the 935 CMR daily, by designated personnel and shall be available to the Commission in both physical and electronic format upon request. Records maintained shall include but are not limited to the following: written operating procedures; inventory records; Seed-to-sale tracking records; personnel records, shall be maintained for at least 12 months after termination of the individual's affiliation with Minuteman Farm; business and financial records; monetary transaction records, a job description for each agent, a personnel record for each agent, a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; personnel policies and procedure records, all background check reports obtained in accordance with 935 CMR; as well as books of accounts such as ledgers, journals and other supporting documents; assets and liabilities; monetary transactions; sales records; salary and wages paid to each employee; waste disposal records; responsible vendor and eight-hour related duty training records; background check records; staffing records; maintenance records; security oriented and inspection records. All records shall be maintained for at least two years following the closure of Minuteman Farm. Additionally, Minuteman Farm shall ensure the following: waste records shall be kept for at least three years; all records shall be kept in accordance with generally accepted accounting principles. Furthermore, in regard to inventory records, each record shall include the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

## QUALIFICATIONS AND TRAINING

All members of Minuteman Farm will complete a Responsible Vendor Training program, as well as receive eight hours of on-going training annually. Minuteman Farm will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request. Additionally, all qualified growers will receive on the job training from our Chief Grower. Moreover, all members of Minuteman Farm will be encouraged to attend marijuana education courses (at company expense) Holyoke Community College located in Holyoke Massachusetts (paid for by Minuteman Farm). Anticipated positions and their qualifications are as follows: 2-3 entry level cultivation technicians with minimal experience in controlled environment agriculture; 1 Chief Grower: Position is Filled by owner and partner for Minuteman Farm Niko Siniscalchi; 1 Operations Manager: Position is Filled by owner and partner of Minuteman Farm Robert Barry; 1 Chief Administrator: Position is Filled by owner and partner of Minuteman Farm Richard Barry. Minuteman Farm shall ensure that employees are trained on job specific duties prior to performing job functions. Minuteman Farm shall ensure that employees receive a minimum of eight (8) hours of ongoing training annually. All current owners, managers, and employees shall complete the Responsible Vendor Program, all new employees shall complete the Responsible Vendor Program within 90 days of being hired. Responsible Vendor Program documentation will be retained for four (4) years.



## QUALITY CONTROL AND TESTING

To ensure quality, the growing process will be augmented by a sophisticated seed-to-sale tracking system. Furthermore, all product originating from Minuteman Farm will be evaluated by an independent testing laboratory. Prior to sending product samples to a lab, all product shall be thoroughly inspected throughout the growing cycle and harvest window for the presence of pests, disease, or other forms of degradation. Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner and are; 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. Additionally, Minuteman Farm shall ensure the following: All agents whose job includes contact with marijuana is subject to the requirements for food handlers. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including: Maintaining adequate personal cleanliness; and washing hands appropriately. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. There shall be 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 so as to minimize the development of odor and the potential for the waste attracting and harboring pests. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Water supply shall be sufficient for necessary operations. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. The establishment shall provide its employees with adequate, readily accessible toilet facilities. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

## PERSONNEL POLICIES AND PROCEDURES: ADDITIONAL INFORMATION; EMPLOYEE HAND BOOK SECTION 6.4

In addition to the above sections of the employee handbook Minuteman Farm LLC shall be operated in the following manner:

- **Staffing Plan:** Minuteman Farm will be staffed from dawn to dusk and will operate predominately under ordinary business hours. Employees shall work on an as needed basis to be determined by the Chief Grower.
- As stated above in the employee handbook in section 6.2 Rules and policies and section 6.3 disciplinary action, Minuteman Farm is an alcohol, smoke and drug free environment. There is zero toleration for the aforementioned.
- **Confidential information:** All confidential information in any form shall remain confidential and be maintained by Minuteman Farm in a secure manner and shall be made available to the Commission upon request. Additionally, 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 shall be maintained. Furthermore, as articulated in section 6.2 rules and policies, no previous or current employee may disclose or give access to confidential company information, in any way or at any time, unless otherwise authorized by Minuteman Farm.
- Any individual who has diverted marijuana, engaged in unsafe practices, or has been convicted or entered into a guilty plea for a felony distribution of a drug to minor shall be subject to immediate dismissal from Minuteman Farm (see section 6.3 disciplinary action).

## FINANCIAL RECORDS

Financial records shall be maintained daily by designated personnel and will include physical and computerized records of (but not limited to) the following; assets and liabilities; monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, as well as any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Minuteman Farm. All records shall be maintained for at least two years following the closure of Minuteman Farm.



## RESTRICTING ACCESS TO THOSE 21 AND OLDER

Minuteman Farm is situated in an agricultural/residential rural area far removed from the general public as well as public locations. Additionally, Minuteman Farm sells its product exclusively to licensed dispensaries in Massachusetts; therefore, Minuteman Farm will have minimal contact with the public, and zero contact with minors. Minuteman Farm will in no way be associated with any activity financially or otherwise where minors could be influenced or affected.

Moreover, all staff as well as approved visitors such as inspectors, maintainers, fire and safety personnel etc must be at least 21 years of age to be allowed onto the premises, and or associated with Minuteman farm in any way shape or form, no exceptions.

## DIVERISTY PLAN

Any actions taken or programs instituted by Minuteman Farm shall not violate the Commission's rules or regulations with respect to limitations on ownership or control or other applicable state laws. Additionally, Minuteman acknowledges and is aware and will adhere to the requirements of the 935 CMR 500.105 (4) permitted and prohibited advertising, branding marketing and sponsorship practices.

Goal: Of the 2-3 positions available at Minuteman Farm (entry level growers) our goal is to make at least one but not limited to one position, or at least 33 percent of employee positions offered: be filled by a Commission approved area of diversity, specifically by either a person of minority status, a women, or a veteran.

Program: Until the above goal is achieved Minuteman Farm shall advertise on a monthly basis, the entry level grower positions in newspapers in the Ashby area (such as the Fitchburg Sentinel). Advertisements shall state we are specifically looking for a woman, and individual of minority status, or veteran. Additionally, in order to acquire talent, Minuteman Farm shall work with institutions serving or who work with the aforementioned groups including the Department of Unemployment Assistance Massachusetts, as well as Veteran Services groups in Massachusetts. Furthermore, until the above goal is achieved, a representative of Minuteman Farm shall host a job fair every other month at the Fitchburg Public Library with the goal of hiring a woman, a person of minority status, or a veteran. The job fair will be advertised in local papers of the Ashby, Ma, (such as the Fitchburg Sentinel) area at least 2 weeks leading up to the job fair. The advertisements shall specifically state we are seeking a woman, person of minority status, or a veteran to attend our job fair. Moreover, in order to promote equity in the cannabis industry, a representative of Minuteman farm shall host an annual seminar at the Fitchburg Public library. Minuteman Farm shall post advertisements in the local newspaper (Fitchburg Sentinel, at least 4 weeks leading up to the annual seminar) stating Minuteman Farm is specifically looking for individuals to attend the seminar who are either a veteran, and individual of minority status, or a women, and who have little to no experience in the Marijuana Industry, but are seeking to understand the cannabis plant, the legal industry, and entry-level opportunities. Seminars will focus primarily on legal cultivation practices, and interview preparation for entry level positions in the Cannabis industry.

Metrics: The aforementioned efforts and progress toward reaching the above goal shall be thoroughly documented and evaluated by Minuteman Farm in order to optimize said efforts. The advertisements geared toward hiring a women, person of minority status, or a veteran, as well as advertisements for the job fair and annual seminar at the Fitchburg Public Library shall be counted and recorded, the number of inquiries from individuals of each respective group will also be recorded, as well as interviews, and applications. Minuteman Farm also will count the number of individuals of each respective group who attended the educational seminar as well as the job far. Lastly, all records and documented efforts toward reaching our goal will be made

## DIVERISTY PLAN

available to the Commission upon request. The progress or success of the above plan shall be documented upon renewal (one year from provisional licensure, and each year thereafter).