



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283497
Original Issued Date: 04/25/2022
Issued Date: 04/25/2022
Expiration Date: 04/25/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Town Meadow Farm

Phone Number: 508-414-0130 Email Address: Ldykas@live.com

Business Address 1: 124 Green street Business Address 2:
Business City: Leicester Business State: MA Business Zip Code: 01524
Mailing Address 1: 124 Green st Mailing Address 2:
Mailing City: Leicester Mailing State: MA Mailing Zip Code: 01524

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business, Veteran-Owned Business, Lesbian, Gay, Bisexual, and Transgender Owned Business

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: 75.5 Percentage Of Control: 75.5
Role: Owner / Partner Other Role:
First Name: Leon Last Name: Dykas 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: Irish Lithuanian	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5	Percentage Of Control: 5	
Role: Director	Other Role:	
First Name: Neal	Last Name: Gaffney	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: Irish Italian		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 15	Percentage Of Control: 15	
Role: Owner / Partner	Other Role: Legal Counsel	
First Name: Hector	Last Name: Pineiro	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity: Puerto Rican		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Leon	Last Name: Dykas	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Founder		
Majority Owner		
Land Owner		

Close Associates or Member 2

First Name: Hector	Last Name: Pineiro	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment:		
Founder		
Owner		
Legal Counsel		

Close Associates or Member 3

First Name: Neal	Last Name: Gaffney	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director Of		
Operation		
Lead Grower		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 124 Green street

Establishment Address 2:

Establishment City: Leicester

Establishment Zip Code: 01524

Approximate square footage of the Establishment: 179902

How many abutters does this property have?: 23

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Town Meadow Farm Dykas Plan to Remain Compliant with Local Zoning Leicester, 4-22-2021.docx.pdf	pdf	6091ae4d6f8420077bfc6d5c	05/04/2021
Certification of Host Community Agreement	Town Meadow Farm Host Dykas - Genereux Community Agreement Certification Form 5-21-2021 (1).pdf	pdf	60a8079b19087a07cee018e2	05/21/2021
Community Outreach Meeting Documentation	Community Outreach Leicester.pdf	pdf	61587fe3269fa7691422a493	10/02/2021
Community Outreach Meeting Documentation	Attatchment B.pdf	pdf	616727a27afdc8683b26ae1a	10/13/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Scan_0083 (2).pdf	pdf	60a81efa874c4807a95b1fb2	05/21/2021
Plan for Positive Impact	2. Positive Impact Plan Dykas Town Meadow Farm 7-18-2021 .pdf	pdf	60f464c8ddf0e402a8710794	07/18/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Date generated: 05/02/2022

Role: Owner / Partner **Other Role:** Operations and Security

First Name: Leon **Last Name:** Dykas **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner **Other Role:** Legal Counsel

First Name: Hector **Last Name:** Pineiro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Director **Other Role:**

First Name: Neal **Last Name:** Gaffney **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	Town Meadow Farm LLC certificate of good standing 4-27-2021.pdf	pdf	60941d37b15b200795551a7d	05/06/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Mass. Dept. of Revenue Town Meadow Farms Dykas 5-10-2021.pdf	pdf	609c2c05e067a90777b51918	05/12/2021
Bylaws	Town Meadow Farm, LLC final operating agreement 5-14-2021.pdf	pdf	609f032fe067a90777b5234e	05/14/2021
Articles of Organization	cert of organization.pdf	pdf	60a7afa383a99307cc746afd	05/21/2021
Articles of Organization	EIN .pdf	pdf	60a7afb554f2d307a243fef9	05/21/2021
Articles of Organization	MA Corporations Search Entity Summary (2).pdf	pdf	60a7b08f19087a07cee01658	05/21/2021
Department of Revenue - Certificate of Good standing	Town Meadow Farm LLC. Department of Unemployment Assistance certificate of good standing 5-21-2021.pdf	pdf	60a814e5a57e2e07ed2d3203	05/21/2021

No documents uploaded

Massachusetts Business Identification Number: 001500708

Doing-Business-As Name: Town Meadow Farm LLC

DBA Registration City: Leicester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Plan for Liability Insurance	Town meadow farm Insurance.PDF	pdf	608b1f7a68436d078d6b1204	04/29/2021
Business Plan	Business Plan Town Meadow Farm Dykas final 5-12-2021.docx.pdf	pdf	609c2cfa6f8420077bfc8dab	05/12/2021
Proposed Timeline	Proposed Timeline (1).pdf	pdf	60a7b22c03be0807b0c6e14f	05/21/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restriction access to age 21 and older - Cultivation summary Town Meadow Farm Dykas 4-22-2021.pdf	pdf	60917eb5d91389075ed38d42	05/04/2021
Storage of marijuana	Storage of marijuana - Cultivation Plan Town Meadow Farm Dykas 4-22-2021 (1).pdf	pdf	60917ec609011007a03d06a6	05/04/2021
Maintaining of financial records	Maintenance of Financial Records - Town Meadow Farms, Dykas 4-22-2021.pdf	pdf	60917f79e54b280786bb0146	05/04/2021
Record Keeping procedures	Record-keeping - Cultivation Plan Town Meadow Farm Dykas 4-22-2021.pdf	pdf	60917fbd8ecb05074fe699c3	05/04/2021
Inventory procedures	inventory procedures - Cultivation summary Dykas Town Meadow Farm 4-22-2021.pdf	pdf	609180658f80610756a11b0d	05/04/2021
Transportation of marijuana	Transportation of marijuana - Cultivation Plan Town Meadow Farm Dykas 4-22-2021.pdf	pdf	609180bc68436d078d6b20d4	05/04/2021
Qualifications and training	Employee Qualifications and Training - Town Meadow Farm Marijuana policy Dykas 4-22-2021.pdf	pdf	60918238954bd3079c68fa43	05/04/2021
Prevention of diversion	Prevention of diversion - Marijuana SOP Summary vF Dykas 4-22-2021.pdf	pdf	609183b82e7a1d0770d085c1	05/04/2021
Personnel policies including background checks	Personnel Policies Cultivation & Background search Town Meadow Farm Dykas 4-22-2021[11038].docx.pdf	pdf	609186af09011007a03d06e9	05/04/2021
Quality control and testing	Quality Control - Plan Town Meadow Farm Dykas 4-22-2021[11039].pdf	pdf	609186e73fd8b2075df9cd48	05/04/2021
Energy Compliance Plan	TOWN MEADOW FARM DYKAS energy compliance standard operating procedure 5-7-2021.docx.pdf	pdf	609c2df009011007a03d28ff	05/12/2021
Policies and Procedures for cultivating.	Amended Cultivation and Plan Dykas standard operating procedure Town Meadow Farm 5-21-2021.pdf	pdf	60a82c2807441707ab7562c5	05/21/2021
Diversity plan	Nazareth Letter.pdf	pdf	60a82eed07441707ab7562c9	05/21/2021
Security plan	Amended Security - Outdoor Cultivation Plan Town Meadow Farm 4-22-2021 Dykas.pdf	pdf	60abd1b351a81d07d9fe37a1	05/24/2021
Diversity plan	1. Amended Diversity Plan - Cultivation Town Meadow Farm 7-18-21.pdf	pdf	60f468a4da52e3026d463d15	07/18/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:30 AM	Monday To: 10:00 PM
Tuesday From: 6:30 AM	Tuesday To: 10:00 PM
Wednesday From: 6:30 AM	Wednesday To: 10:00 PM
Thursday From: 6:30 AM	Thursday To: 10:00 PM
Friday From: 6:30 AM	Friday To: 10:00 PM
Saturday From: 6:30 AM	Saturday To: 10:00 PM
Sunday From: 6:30 AM	Sunday To: 10:00 PM

TOWN MEADOW FARM PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The Town of Leicester has Section 5.15 of its Zoning Bylaws regulating “Medical Marijuana Treatment Centers and Marijuana Establishments.” TMF will remain compliant with all local code and zoning including the following where applicable:

Section 1.3 Definitions: and the Definition of a Marijuana Outdoor Cultivator. Id. at p. 5

Section 5.15.02 Standards (A) General: TMF will meet this requirements established by the Town and by the Leicester Planning Board.

Section 5.15.02 (F) Permitting: TMF intends to comply with all state requirements.

Section 5.15.04 (A) Marijuana Outdoor Cultivator Requirements: TMF has already complied with 5.15.04(B) which requires the approval by the Leicester Planning Board of a Special Permit, granted to them on April 6, 2021. They have notified the Town Planning Board and Board of Selectman they will apply for a Tier 11 license. Leicester requires a minimum of 50 acres for any kind of Tier 11 cultivation of marijuana.

TMF was granted a Host Community Agreement by the Town of Leicester Board of Selectmen on April 5, 2021.

Section 5.15.04 (C) (7), TMF will comply in every respect with all security requirements established by 935 CMR 500.110 (6) which requires/regulate “Security and Alarm Requirements for Marijuana Establishments Operating Outdoors.”

TMF also will also comply with the perimeter security fencing requirements designed to prevent the unauthorized entry to the cultivation facility. TMF who circulated a draft to the Town of proposed regulations proposed stricter fencing requirements than those established by the CCC at 935 CMR 500.110. They were implemented by the Town of Leicester.

TMF will provide evidence of Insurance to the Town of Leicester.
Barre

TMF will obtain all necessary permits needed before any installation shall be constructed or modified.

Section 5.15.04 (8) TMF will implement a state of the art odor mitigation control program consisting of planting of thousands of perennials at the farm.

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:

Town Meadow Farm, LLC

2. Name of applicant's authorized representative:

Leon H. Dykas, III

3. Signature of applicant's authorized representative:

Leon H. Dykas, III

4. Name of municipality:

TOWN OF LEICESTER

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

DAVID A. CERVERA



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



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



8. Host community agreement execution date:



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): 9/30/21
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: Sept 15, 2021
b. Name of publication: Worcester Telegram

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: Sept 13, 2021

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

- a. Date notice(s) mailed: Sept 14, 2021 LA

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



Name of applicant:

Leon H. DyKAS III Town Meadow Farm LLC

Name of applicant's authorized representative:


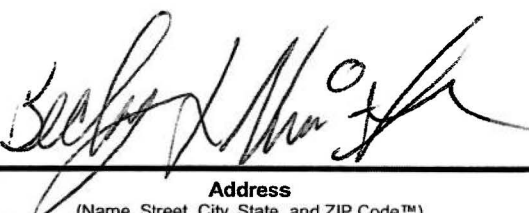
Leon H. DyKAS III

Signature of applicant's authorized representative:

Leon H. DyKAS III



Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of		TOTAL NO. of Pieces Listed by Sender 29	TOTAL NO. of Pieces Received at Post Office™ SEP 14 2021 USPS	Affix Stamp Here Postmark with Date of Receipt.  0000		
Postmaster, per (name of receiving employee) 		U.S. POSTAGE PAID LEICESTER, MA 01524 SEP 14, 21 AMOUNT \$13.63 R2305M146671-06				
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift	
124 Green Street outreach meeting	Mr. Stanley S. Oskowski 29 Brookside Drive Leicester, MA	✓				
124 Green Street outreach meeting	Ms. Meredith Chamava 3 Flagg Drive Leicester, MA 0152	✓				
124 Green Street outreach meeting	Mr. Patrick Harrington & Mrs. Christine Harrington 5 Flagg Drive, Leicester, MA 01524	✓				
124 Green Street outreach meeting	Mr. & Mrs. Garabedian 4 Flagg Drive Leicester, MA 01524	✓				
124 Green Street Outreach meeting	Mr. & Mrs. Hallen 140 Green Street Leicester, MA 01524	✓				
124 Green Street, outreach meeting	Ms. Jaime M. Lamprey 130 Green Street Leicester, MA 01524	✓				



Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	Postmaster, per (name of receiving employee)					

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
124 Green Street outreach meeting	Mr. Mrs. Halping 23 Brookside Drive Leicester, MA 01524	✓			
124 Green Street outreach meeting	Mr. & Dykas & Mr. Hodgson 124 Green Street Leicester, MA 01524	✓			
124 Green Street outreach meeting	Ms. Basta 60 Green Street Leicester, MA 01524				
124 Green Street outreach meeting	Mr. & Mrs. McKeown 5 Baldwin Street Leicester, MA 01524	✓			
124 Green Street Outreach meeting	Mr. & Mrs. Carr 131 Green Street Leicester, MA 01524	✓			
124 Green Street, outreach meeting	Mr. & Mrs. Ronald Anderson 125 Green Street, Leicester, MA 01524	✓			



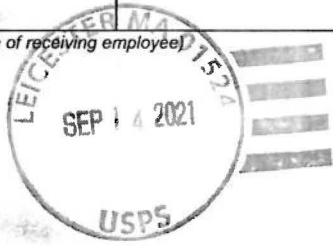
Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	Postmaster, per (name of receiving employee)					

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
124 Green Street outreach meeting	Mr. Mrs. Gates 100 Green Street Leicester, MA 01524	✓			
124 Green Street outreach meeting	Mr. & Mrs. Curts 6 Brickyard Road Leicester, MA 01524	✓			
124 Green Street outreach meeting	Ms. Basta 60 Green Street Leicester, MA 01524				
124 Green Street outreach meeting	Ms. Erica J. Hoffman 10 Baldwin Street Leicester, MA 01524	✓			
124 Green Street Outreach meeting	Mr. Alan P. White 27 Brookside Drive Leicester, MA 01524	✓			
124 Green Street, outreach meeting	Mr. & Mrs. Barton 25 Brookside Drive, Leicester, MA 01524	✓			



Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
124 Green Street outreach meeting	Mr. James M. Small 134 Green Street Leicester, MA 01524		✓			
124 Green Street outreach meeting	Mr. & Mrs. Usher 80 Green Street Leicester, MA 01524		✓			
124 Green Street outreach meeting	Ms. Basta 60 Green Street Leicester, MA 01524		✓			
124 Green Street outreach meeting	Mr. & Mrs. Garabedian 4 Flagg Drive Leicester, MA 01524		✓			
124 Green Street Outreach meeting	Mr. & Mrs. Burt 128 Green Street Leicester, MA 01524		✓			
124 Green Street, outreach meeting	Mr. & Mrs. Thurlo 126 Green Street Leicester, MA 01524		✓			



Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	Postmaster, per (name of receiving employee)					

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
124 Green Street outreach meeting	Mr. Nicholas Fontaine 59 Green Street Leicester, MA 01524	✓			
124 Green Street outreach meeting	Michelle R. Buck Town Planner Town of Leicester 3 Washburn Square Leicester, MA 01586	✓			
124 Green Street outreach meeting	Ms. Deborah K Davis, Town Clerk Town of Leicester 3 Washburn Square Leicester, MA 01586	✓			
124 Green Street outreach meeting	Select Board Attention Rick Antanavica Town of Leicester 3 Washburn Square Leicester, MA 01586	✓			
124 Green Street outreach	Mr. + Mrs. Ryan 6 Brickyard Leicester, MA 01524	✓			
124 Green Street, outreach meeting					



LEICESTER
1199 MAIN ST STE 1
LEICESTER, MA 01524-9998
(800)275-8777

09/14/2021

03:02 PM

Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	29		\$13.63
Go For Broke	29	\$0.58	\$16.82
Grand Total:			\$30.45
Cash			\$100.00
Change			-\$69.55

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

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Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 243978-0524
Receipt #: 840-50180042-2-4696158-2
Clerk: 06

LEGAL NOTICES

PUBLIC MEETING NOTICE
Worcester Planning Board
22, 24, & 28 Mulberry Street
(MBL 01-039-09-17, 01-039-00021, & 01-037-00002)

WP East Acquisitions, LLC applied for an Amendment to a Definitive Site Plan Approval under the requirements of the City of Worcester Zoning Ordinance. Presently on the premises is a vacant 2-story building, parking lot, and ballfield. The property is located within the B-4 (Business, General) zoning district, the Commercial Corridor Overlay District (CCOD-S), and the Union Station View Corridor Sign Overlay District (USOD). The applicant seeks to amend the existing approval for +/- 400,000 gross square foot, +/- 5-story multifamily building and +/- 502-space parking garage in order to increase the number of surface parking spaces to +/- 47, decrease the number of units to +/- 370, add a roof deck, and modify site improvements (PB-2021-066).

A public meeting on the application will be held on **Wednesday, September 29, 2021 at 5:30PM** in the Levi Lincoln Chamber, 3rd floor of the City Hall, 455 Main Street, Worcester, MA. Meeting attendees will additionally have options to participate remotely by joining online using this link: [https://cow.webex.com/join?meeting=boardwebex&and/or calling 415-655-0001 \(Access Code: 160 171 4991\).](https://cow.webex.com/join?meeting=boardwebex&and/or calling 415-655-0001 (Access Code: 160 171 4991).)

Application materials may be viewed online at: <http://www.worcesterma.gov/planning-regulatory/boards/planning-board>, or at City Hall, 455 Main Street, Rm. 404, Worcester, MA from 8:30 AM to 5:00 PM, Mon-Fri.

For more information concerning this meeting please contact the Planning Division by email (preferred) at planning@worcesterma.gov or phone at (508) 799-1400 x 31440. Please send written comments, requests for reasonable accommodation, or requests for language interpretation 48 hours or more in advance of the meeting.

Worcester Planning Board c/o Division of Planning & Regulatory Services planning@worcesterma.gov (preferred) or (508) 799-1400 x 31440

September 15, 22, 2021

TOWN OF RUTLAND CONSERVATION COMMISSION PUBLIC HEARING

A PUBLIC HEARING WILL BE HELD BY THE RUTLAND CONSERVATION COMMISSION ON **Tuesday, September 21, 2021 AT 6:00 P.M.** AT 280 MAIN ST., RUTLAND MA ON **Notice of Intent** filed by LUSIER Enterprises, LLC for a project located at **232 Barre Paxton Rd., Rutland, MA.** THE PROJECT IS AVAILABLE FOR REVIEW AT WWW.TOWNOFRUTLAND.ORG & at the Town Clerk's office.

RESPECTFULLY SUBMITTED,
Peter Craine, Chairman
September 15, 2021

Town of Webster Zoning Board of Appeals Public Hearing Notice

In accordance with Section 650-11.A of the Webster Zoning By-Law, the Webster Board of Appeals will hold a public hearing on the appeal of enforcement orders issued by the Building Commissioner / Zoning Enforcement officer. Said zoning violation is the location of a fence and restoration area on property located at 332 Point Pleasant Road (Assessor ID 48-A-46-04); Debra L. Coonan (Owner/Applicant). Said site is located both Lake Regional (LR) and Lake Watershed Protection (LWP) zoning districts.

The public hearing will be held on Wednesday, September 29, 2021 at 6:00 p.m. in the Selectman's Meeting Room, 2nd Floor of the Webster Town Hall, 350 Main Street, Webster, MA. Anyone interested or wishing to be heard on this application should appear at the time and place designated. All materials associated with this application are available for public review in the Webster Planning Department located in the Webster Town Hall at 350 Main Street, Webster, MA during regular business hours.

For the Webster Planning Board
Ann Morgan, Town Planner
9/15/2021 and 9/22/2021

PUBLIC NOTICE OF DESTRUCTION OF SPECIAL EDUCATION RECORDS
Worcester Public Schools' Special Education Department
August 24, 2021

In compliance with 603 CMR 23.06 (3), the Worcester Public School District ("WPS") will destroy the Special Education records of any WPS student who transferred, graduated, withdrew or terminated from WPS on or before June 30, 2014. This is in accordance with the above criteria and destroy such records within a period of seven years.

Any parent/guardian or eligible student can obtain their student record within 30 days of this notice by contacting the Special Education & Intervention Services Department at 508-799-3093 no later than September 24, 2021. All unclaimed student records meeting the above criteria will be destroyed after the September 24, 2021 deadline.

On an annual basis, WPS will give notice and destroy the Special Education records of students who have exited WPS seven years prior. Any parent/guardian or former eligible student may review and/or receive these records prior to their destruction by contacting Leisha Berrios, 508-799-3093.

August 26-September 25, 2021

CITY OF WORCESTER

PURCHASING DIVISION BID NO. 7671-02

Sealed Bids for Hardware & Signage Replacement - Burncoat H.S. WPS will be received in the Purchasing Division, Room 201, City Hall, 455 Main St., Worcester, MA 01608 until 10:00 A.M. Local Time September 29, 2021 and at that time publicly opened and read.

Bids may be obtained from 8:30 A.M. – 5:00 P.M. weekdays or downloaded from website: www.worcesterma.gov

Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27G, inclusive.

All bids for this project are subject to the provisions of General Laws Chapter 30, Sections 39M, inclusive as amended.

The estimated cost of this project is \$ 60,000.00

Description of Work: Furnish all labor, material, equipment, and services required to replace the existing hardware and signage with new hardware & signage.

There will be a pre-bid conference on September 22, 2021 at 9:00 AM at Burncoat High School, 179 Burncoat Street, Worcester, MA 01606.

There is a \$ 50 non-refundable mailing fee, if requested.

This bid is subject to Chapter 90 funding and requires prequalification in accordance with 720 CMR 5.00. Interested bidders must be prequalified by Mass DOT or by 165 Main Street, Worcester, MA (Mass DOT) to bid this project. Contact Massachusetts DOT for further information regarding prequalification.

The City reserves the right to reject any and all bids if deemed to be in the City's best interest.

An Equal Opportunity / Affirmative Action Employer
City of Worcester, by Christopher J. Gagliastro, Purchasing Agent

September 15, 22, 2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court

Docket No. W021C0400CA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

CITATION ON PETITION TO CHANGE NAME

In the matter of: Thomas Michael Milligan

A Petition to Change Name of Adult has been filed by **Thomas Michael Milligan of Worcester, MA** requesting that the court enter a Decree changing their name to:

Michael Thomas Milligan

IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Worcester Probate and Family Court before 10:00 a.m. on the return day of 09/28/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, HON. Leilah A Keamy, First Justice of this Court.
Date: August 30, 2021

Stephanie K. Fattman, Register of Probate
September 15, 2021

TOWN OF SHREWSBURY HIGHWAY DIVISION SLOW PLOW CONTRACTORS WANTED

The Town of Shrewsbury Highway Division is seeking snow plow contractors for the 2021-2022 winter season. Operators and equipment must be available for the entire winter season on a 24 hour a day basis and will be responsible for plowing specific routes within the Town. Hourly rates will be based on the width of plow and gross vehicle rating of the equipment furnished. The Town will be accepting applications through the close of business Friday, October 8, 2021.

For additional information, contact the Shrewsbury Highway Division Office, 100 Maple Avenue, Shrewsbury or call (508) 841-8513.

TOWN OF SHREWSBURY
Kevin Mizkar
Town Manager

LEGAL NOTICES

Attorney General's Notice
Pursuant to G.L. c. 40, § 32, as amended by Chapter 299 of the Acts of 2000

Town of Shrewsbury – Case No. 10188 Annual Town Meeting of May 22, 2021 Articles # 31, 32 and 33

Attorney General's Limited Authority to Waive Procedural Defects in the Notice of the Planning Board Hearing
Pursuant to the provisions of G.L. c. 40, § 32, as amended by Chapter 299 of the Acts of 2000, if the Attorney General finds there to be any defect in the procedure of adoption or amendment of any zoning by-law relating to the form or content of the notice of the Planning Board hearing prescribed by G.L. c. 40A, § 5, or to the manner or dates on which said notice is mailed, posted or published as required by said section, then instead of disapproving the by-law or amendment by reason of any such defect, the Attorney General may elect to proceed under the defect waiver provisions of G.L. c. 40, § 32. Under these provisions, the Attorney General is conditionally authorized to waive any such defect.

Defect Determined in Notice of Planning Board Hearing

The Attorney General has determined that the Planning Board hearing notice relating to the above defects is in compliance with the notice requirements for such hearing established by G.L. c. 40A, § 5. Section 5 provides in part (with emphasis added):

No zoning...by-law or amendment thereto shall be adopted until after the planning board in a...town has...held a public hearing thereon...at which interested persons shall be given an opportunity to be heard... Notice of the time and place of such hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the...town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the...town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town...

Based on the materials submitted to this Office, we have identified the following defect: The Planning Board hearing notice that was posted and published did not identify the place where texts and maps of the zoning amendments could be inspected, as required by G.L. c. 40A, § 5. Apart from this defect, the notice appears to satisfy the requirements of the statute.

Attorney General's Election to Proceed Under the Waiver Provisions of G.L. c. 40, § 32

The Attorney General has elected to proceed under the limited defect waiver authority conferred by G.L. c. 40, § 32, as amended by Chapter 299 of the Acts of 2000.

Suspension of Review of Zoning By-Law Amendments

The 90-day period prescribed by law for the Attorney General's review of local by-laws is therefore suspended in accordance with the provisions of G.L. c. 40, § 32, as amended by Chapter 299 of the Acts of 2000.

Posting and Publication of This Notice

The Town Clerk shall post a true copy of this Notice in a conspicuous place in the Shrewsbury Town Hall.

Hall for a period of not less than 14 days and shall publish a copy online in a newspaper of general circulation in the Town of Shrewsbury.

Filing of Claim That Defect in Notice Was Misleading or Otherwise Prejudicial

Within 21 days of the date on which this Notice is published in a newspaper of general circulation in the Town of Shrewsbury, any resident of the Town of Shrewsbury, or the owner of any real property in the Town of Shrewsbury or any other party entitled to notice of the planning board hearing may file with the Town Clerk a written statement that the notice defect was misleading or otherwise prejudicial. The statement must include the reasons supporting the claim that the defect in the Planning Board Notice was misleading or otherwise prejudicial. This statement must be actually on file with the Town Clerk not later than 21 days from the date on which this Notice is published in the newspaper.

Town Clerk's Certification of Compliance with This Notice

After the expiration of the 21-day period, the Town Clerk shall submit to the Attorney General a true copy of this Notice with a certification of compliance with the publishing and posting requirements of the preceding paragraph, and a certification that proper (a) no claim was filed within the 21-day period, or (b) one or more claims were filed within the 21-day period. The Town Clerk shall submit to the Attorney General true copies of any such claim(s).

Resumption of Attorney General's Review

Upon receipt of one original copy of this Notice with the Clerk's certification, the 90-day period provided for the Attorney General's review under G.L. c. 40, § 32, shall resume. If no claim is made, the Attorney General has the discretion to waive any such defect; if any claim is made, however, the Attorney General may not waive any such defect.

Note: By not filing a claim under this provision, a person shall not be deemed to have the right to assert a claim of invalidity arising out of any possible defect in the procedure of adoption or amendment, as provided in G.L. c. 40, § 32, and in G.L. c. 40A, § 5.
September 15, 2021

PUBLIC MEETING & HEARING NOTICE
Worcester Planning Board

Arboretum Village Phase IV Subdivision – Bittersweet Boulevard, Snowberry Circle, & Indigo Circle Right-of-Ways and 0 (aka Lots 82 & 88) Bittersweet Boulevard, 0 (aka Lots 89L&R-96L&R) Snowberry Circle, 0 (aka Lots 106L&R & 107L&R) Indigo Circle

(MBL 29-11A-00087; -00088; -0089R; -0089L; -0090R; -0090L; -0091R; -0091L; -0092R; -0092L; -0093R; -0093L; -0094R; -0094L; -0095R; -0095L; -0096L; -0096R; -0106R; -0106L; -0107R; -0107L; etc.)

Arboretum Village, LLC applied to the Planning Board for (1) Definitive Site Plan Approval under the requirements of the City of Worcester Zoning Ordinance and (2) an Amendment to a Definitive Subdivision Plan under the requirements of M.G.L. Chapter 41, §81 and the City of Worcester's Subdivision Regulations. Presently on the premises is a subdivision of single-family dwellings and associated roadways under construction. The property is located within an RL-7 (Residence, Limited) zoning district. The applicant seeks to extend and modify the conditions of the subdivision approval and construct ±11 single-family semi-detached (duplex) dwellings (total of ±22 units) along Snowberry Circle and Indigo Circle along with associated site work on property with 15% or more grades (PB-2020-052).

A public meeting and hearing on the applications will be held on **Wednesday, September 29, 2021 at 5:30PM** in the Levi Lincoln Chamber, 3rd floor of the City Hall, 455 Main Street, Worcester, MA. Meeting attendees will additionally have options to participate remotely by joining online using this link: [https://cow.webex.com/join?meeting=boardwebex&and/or calling 415-655-0001 \(Access Code: 160 171 4991\).](https://cow.webex.com/join?meeting=boardwebex&and/or calling 415-655-0001 (Access Code: 160 171 4991).)

Application materials may be viewed online at: <http://www.worcesterma.gov/planning-regulatory/boards/planning-board>, or at City Hall, 455 Main Street, Rm. 404, Worcester, MA from 8:30 AM to 5:00 PM, Mon-Fri.

For more information concerning this meeting please contact the Planning Division by email (preferred) at planning@worcesterma.gov or phone at (508) 799-1400 x 31440. Please send written comments, requests for reasonable accommodation, or requests for language interpretation 48 hours or more in advance of the meeting.

Worcester Planning Board c/o Division of Planning & Regulatory Services planning@worcesterma.gov (preferred) or (508) 799-1400 x 31440

September 15 & September 22, 2021

NOTICE OF COMMUNITY OUTREACH HEARING REGARDING PROPOSAL FOR OUTDOOR MARIJUANA CULTIVATION FACILITY AT 124 GREEN STREET, LEICESTER, MA
LEON H. DYKAS, III, TOWN MEADOW FARM, LLC

Notice is hereby given that a Community Outreach Meeting for a proposed outdoor marijuana cultivation establishment is scheduled for Thursday, September 30, 2021, at 6:00 PM, E.S.T., at the Selectman's Conference Room, Leicester Town Hall, located at 1 Washington Street, Leicester, MA 01536. This will be an in-person meeting. The proposed Outdoor Marijuana Cultivation Facility is anticipated to be located in a farm located at 124 Green Street, Leicester, Worcester County, Massachusetts. True copies of this notice are on file at the offices of the Leicester City Clerk, Board of Selectmen, and Planning Board. True copies of this notice have been mailed at least seven days prior to the community outreach meeting to both abutters and residents within 300 feet of the property line of the address of the proposed outdoor Marijuana cultivation establishment, as determined from the most recent applicable tax list, notwithstanding that the land of any such person is located in another city or town.

September 15, 2021

Public Auction to be held at Deer Pond Auto Repair Services, INC 14 Hutton Memorial Highway, Leicester, MA 01524
Commencing at 10:00AM on October 06, 2021

2008 TOYOTA YARIS VIN# JTD8T92381192953
2007 INFINTY G35 VIN# JNKB5F187M83088
2003 HONDA ACCORD HI HFCMA534016291
September 15, 22, 2021

LEGAL NOTICES

CITY OF WORCESTER

DESIGNER SELECTION BOARD RFQ #: **DSB-1-W2**

Requests for Qualifications for On-Call Architectural Services / City will be received in the Purchasing Division, Room 201, City Hall, 455 Main St., Worcester, MA 01608 until 10:00 A.M. Local Time October 13, 2021.
RFQ may be obtained from 8:30 A.M. – 5:00 P.M. weekdays or downloaded from website: www.worcesterma.gov

The estimated cost of various on-call projects range from \$ 100,000 to \$ 2,000,000.00

Description of Work: provide on-call design services to the City of Worcester, including the Worcester Public Schools, and the Worcester Redevelopment Authority (WRA). The contracts will be for a three year period from January 1, 2022 through December 31, 2024.

The scope of work generally involves repair, rehabilitation or renovations to municipal buildings / structures of various age and stature. Multiple awards may be made at the discretion of the Board. Maximum value of contracts not to exceed combined total of \$ 2,000,000.00.

An Equal Opportunity / Affirmative Action Employer
City of Worcester, by Christopher J. Gagliastro, Purchasing Agent – Chair, DSB

September 15, 2021

CITY OF WORCESTER

DESIGNER SELECTION BOARD RFQ #: **DSB-2-W2**

Requests for Qualifications for On-Call Mechanical/Electrical/Plumbing (MEP) Services / City will be received in the Purchasing Division, Room 201, City Hall, 455 Main St., Worcester, MA 01608 until 10:00 A.M. Local Time October 13, 2021.

RFQ may be obtained from 8:30 A.M. – 5:00 P.M. weekdays or downloaded from website: www.worcesterma.gov

The estimated cost of various on-call projects range from \$ 100,000 to \$ 2,000,000.00

Description of Work: provide on-call design services to the City of Worcester, including the Worcester Public Schools, and the Worcester Redevelopment Authority (WRA). The contracts will be for a three year period from January 1, 2022 through December 31, 2024.

The scope of work generally involves repair, rehabilitation or renovations to municipal buildings/structures and systems of various age and stature. Multiple awards may be made at the discretion of the Board. Maximum value of contracts not to exceed combined total of \$ 2,000,000.00.

The City reserves the right to reject any and all bids if deemed to be in the City's best interest.

An Equal Opportunity / Affirmative Action Employer
City of Worcester, by Christopher J. Gagliastro, Purchasing Agent – Chair, DSB

September 15, 22, 2021

PUBLIC NOTICE

On Wednesday, September 22, 2021, the Auburn Conservation Commission will hold a public hearing in the Board of Selectman's Room at the Auburn Town Hall, 104 Central Street 2nd Floor also accessible by calling 1-800-650-3123 Access Code 942-845-949 Join by https://global.gotomeeting.com/join/942845549.

In and in access code information is subject to change please verify all access information by visiting <https://www.auburnguide.com/>

in accordance with MGL, Chapter 131, Section 40, as amended, by the Auburn Wetland Bylaws, on the following:

7:00 pm Applicant: Michelle Hight for Notice of Intent to construct an in-ground pool, patio and retaining wall at 12 Newton Street in Auburn, MA Map 6 Parcel 145

Michael W. Garland, Chairman

This article is also available on the T&G website at www.telegram.com and on the Mass Newspaper

CENTRAL REGISTER NOTICE

AGENCY: University of Massachusetts Building Authority (UMBA)
One Beacon Street, 31st Floor
Boston, MA 02108

PROJECT NUMBER: 19-W1

ESTIMATED CONSTRUCTION COST: \$250,000,000.00

CONTRACTOR QUALIFICATION: DCAMM Certification

PROJECT:

New Education and Research Building for the UMass Medical School. RFQ for Electrical Trade Contractor. Scope includes all trade work related to the core-shell and fit-out of the new building for Electrical Scope Only. This pre-qualification process is for Electrical Trade Contractor for the construction of a new 350,000 gross square nine-story new building for UMass Medical School with a construction schedule of 24 months.

A General Statement of Qualifications Forms and Trade Contractor Statement of Qualifications Forms for interested trade subcontractors are sought for the following categories of work: Electrical (ECC \$37,500,000).

SUB BID DEADLINE: 10/06/21 @ 2:00 PM

GENERAL BID DEADLINE: NA

SUB BID CATEGORIES: Electrical

ADDITIONAL INFORMATION: RFQ will be available to download at www.umassba.net on 09/15/2021 at noon.

September 15, 2021

TOWN OF DOUGLAS PLANNING BOARD AND TREE WARDEN NOTICE OF PUBLIC HEARING

In accordance with Massachusetts General Laws, Chapter 40, Section 15C, Scenic Roads, Chapter 87, Public Shade Tree Law, Section 3 (Cutting of Public Shade Trees; Hearing; Damages), and the Town of Douglas General Bylaws, Article 5, Section 6, Scenic Road Bylaw, the Town of Douglas Planning Board and Tree Warden will hold a Public Hearing for the Town of Douglas to prune and remove trees that are dead or dying or impede the safe travel along Oak Street in Douglas. The specific trees to be removed are as follows:

Oak Street Tree Removal List

Trim the dead tree branches between poles #31 to #23.
30" Oak - Left Side - Across from pole 22; 24" Maple Right Side at edge of property, 615 NW Main St at intersection; 24" Maple - Right Side Across the street from #50 Oak St - 4 spoke; 20" Statue Right Side Across from driveway off #54 Oak St; 18" Maple Left Side Before 1st driveway of #60 Oak St; 30" Statue Left Side Across from #60 Oak St; 18" Statue Right Side Across from 2nd driveway of 60 Oak St; 20" Maple Left Side Across from #61 Oak St; 12" Birch Right Side Across from Pole #13; 18" Oak Left Side after Parker Rd.
24" Maple Right Side Before #85 Oak St; 18" Birch Left Side Across from #85 Oak St; 40" Pine Left Side After pole #8 - 2 spoke - Large; 44" Oak Right Side Before pole #7 - 3 spoke - Large; 30" Oak Right Side Before pole #7; 8" Maple Left Side After pole #8; 26" Birch Left Side Across from pole #7 - 2 spoke; 34" Oak Right Side After pole #7 - Large; 24" Oak Left Side Before pole #6; 30" Oak Left Side Across from Pole #6 - Large; 26" Oak Left Side After pole #6; 28" Oak Right Side After pole #6 - Large; 30" Oak Right Side After pole #6 - Large; 10" Statue Left Side Between pole #6 & pole #5; 12" Maple Left Side Between pole #6 & pole #5; 32" Oak Left Side Between pole #5-84 - 60" base 2 spoke left side is dead; and 30" Oak Left Side before town line 7' off road.

The Public Hearing is being held on Thursday, September 23, 2021, at 7:00pm at the Municipal Center, Resource Room, 29 Depot Street, Douglas, MA.

Any person interested or wishing to be heard on the above matter should appear at the time and place designated.

Tracy Sharkey, Chairman
Planning Board
John Furno,
Tree Warden
September 08, 15, 2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court

Docket No. W021C0388CA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

CITATION ON PETITION TO CHANGE NAME

In the matter of: Romario Shamar Pryce

A Petition to Change Name of Adult has been filed by **Romario Shamar Pryce of Worcester, MA** requesting that the court enter a Decree changing their name to:

Romario Shamar Downey

IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Worcester Probate and Family Court before 10:00 a.m. on the return day of 09/28/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, HON. Leilah A Keamy, First Justice of this Court.
Date: August 18, 2021

Stephanie K. Fattman, Register of Probate
September 15, 2021

Specialists can help with addiction



Dear Annie

Annie Lane

Dear Annie: You recently printed a letter from two physicians with an alcoholic daughter.

Al-Anon is the organization that supports friends and families of alcoholics, and Alcoholics Anonymous is support for the individual with a drinking problem. You recommended Alcoholics Anonymous.

We were in this couple's shoes recently. Our daughter

Attendance List
Outreach Meeting

Participant	Address
① Jaime Lamprey	130 Green St. Leicester MA
Don George	130 Green St. Leicester MA
Mary Halpin	23 Brookside Dr. Leicester MA
Annmarie Montiverdi	20 Park Lane Leicester, MA
Andrea Thurlow	126 Green St. Leicester MA
David George	Town Administrator / Moderator
Brian Halpin	140 Green St. Leicester
Don Adams	139 Green St. Leicester

TOWN MEADOW FARMS, LLC
MCN283497

Notice in response to additional information required

ATTACHMENT # B

Date: 10/13/2021

LAW OFFICE OF
HÉCTOR E. PIÑEIRO, P.C.

HÉCTOR E. PIÑEIRO
hector@pineirolegal.com

807 MAIN STREET
WORCESTER, MASSACHUSETTS 01610
(508) 770-0600
FAX (508) 770-1300

NANCY CRUZ DE PIÑEIRO
Business Manager
nancy@pineirolegal.com

ROBERT A. SCOTT
robin@pineirolegal.com

September 13, 2021


Ms. Michelle R. Buck, AICP, Town Planner
Town of Leicester
3 Washburn Square
Leicester, MA 01586

**RE: NOTICE OF COMMUNITY OUTREACH HEARING REGARDING PROPOSAL
FOR OUTDOOR MARIJUANA CULTIVATION FACILITY AT 124 GREEN STREET,
LEICESTER, MA
LEON H. DYKAS, III, TOWN MEADOW FARM**

Dear Ms. Buck:

Notice is hereby given that a Community Outreach Meeting for a proposed outdoor marijuana cultivation establishment is scheduled for Thursday, September 30, 2021, at 6:00 PM, E.S.T., at the Selectman's Conference Room, Leicester Town Hall, located at 3 Washburn Street, Leicester, MA 01586. **This will be an in-person meeting.** The proposed Outdoor Marijuana Cultivation Facility is anticipated to be located in a farm located at 124 Green Street, Leicester, Worcester County, Massachusetts. True copies of this notice are on file at the offices of the Leicester City Clerk, Board of Selectmen, and Planning Board. True copies of this notice have been mailed at least seven days prior to the community outreach meeting to both abutters and residents within 300 feet of the property line of the address of the proposed outdoor Marijuana cultivation establishment, as determined from the most recent applicable tax list, notwithstanding that the land of any such person is located in another city or town.

On behalf of Town Meadow Farm


Hector E. Pineiro, Esquire
Law Office of Hector E. Pineiro
807 Main Street
Worcester, MA 01610
Tel. (508) 770-0600
hector@pineirolegal.com

cc:
David A. Genereux, Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524

LAW OFFICE OF
HÉCTOR E. PIÑEIRO, P.C.

HÉCTOR E. PIÑEIRO
hector@pineirolegal.com

807 MAIN STREET
WORCESTER, MASSACHUSETTS 01610
(508) 770-0600
FAX (508) 770-1300

NANCY CRUZ DE PIÑEIRO
Business Manager
nancy@pineirolegal.com

ROBERT A. SCOTT
robin@pineirolegal.com

September 13, 2021

Ms. Deborah K. Davis, Town Clerk
Town of Leicester
3 Washburn Square
Leicester, MA 01586

**RE: NOTICE OF COMMUNITY OUTREACH HEARING REGARDING PROPOSAL
FOR OUTDOOR MARIJUANA CULTIVATION FACILITY AT 124 GREEN STREET,
LEICSTER, MA
LEON H. DYKAS, III, TOWN MEADOW FARM**

Dear Madam Clerk:

Notice is hereby given that a Community Outreach Meeting for a proposed outdoor marijuana cultivation establishment is scheduled for Thursday, September 30, 2021, at 6:00 PM, E.S.T., at the Selectman's Conference Room, Leicester Town Hall, located at 3 Washburn Street, Leicester, MA 01586. **This will be an in-person meeting.** The proposed Outdoor Marijuana Cultivation Facility is anticipated to be located in a farm located at 124 Green Street, Leicester, Worcester County, Massachusetts. True copies of this notice are on file at the offices of the Leicester City Clerk, Board of Selectmen, and Planning Board. True copies of this notice have been mailed at least seven days prior to the community outreach meeting to both abutters and residents within 300 feet of the property line of the address of the proposed outdoor Marijuana cultivation establishment, as determined from the most recent applicable tax list, notwithstanding that the land of any such person is located in another city or town.

On behalf of Town Meadow Farm



Hector E. Pineiro, Esquire
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LAW OFFICE OF
HÉCTOR E. PIÑEIRO, P.C.

HÉCTOR E. PIÑEIRO
hector@pineirolegal.com

807 MAIN STREET
WORCESTER, MASSACHUSETTS 01610
(508) 770-0600
FAX (508) 770-1300

NANCY CRUZ DE PIÑEIRO
Business Manager
nancy@pineirolegal.com

ROBERT A. SCOTT
robin@pineirolegal.com

September 13, 2021

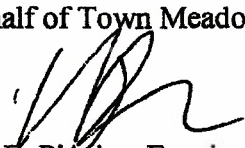
Select Board
Attention Rick Antanavica
Town of Leicester
3 Washburn Square
Leicester, MA 01586

**RE: NOTICE OF COMMUNITY OUTREACH HEARING REGARDING PROPOSAL
FOR OUTDOOR MARIJUANA CULTIVATION FACILITY AT 124 GREEN STREET,
LEICESTER, MA
LEON H. DYKAS, III, TOWN MEADOW FARM**

Dear Sir/Madam:

Notice is hereby given that a Community Outreach Meeting for a proposed outdoor marijuana cultivation establishment is scheduled for Thursday, September 30, 2021, at 6:00 PM, E.S.T., at the Selectman's Conference Room, Leicester Town Hall, located at 3 Washburn Street, Leicester, MA 01586. **This will be an in-person meeting.** The proposed Outdoor Marijuana Cultivation Facility is anticipated to be located in a farm located at 124 Green Street, Leicester, Worcester County, Massachusetts. True copies of this notice are on file at the offices of the Leicester City Clerk, Board of Selectmen, and Planning Board. True copies of this notice have been mailed at least seven days prior to the community outreach meeting to both abutters and residents within 300 feet of the property line of the address of the proposed outdoor Marijuana cultivation establishment, as determined from the most recent applicable tax list, notwithstanding that the land of any such person is located in another city or town.

On behalf of Town Meadow Farm



Hector E. Pineiro, Esquire
Law Office of Hector E. Pineiro
807 Main Street
Worcester, MA 01610
Tel. (508) 770-0600
hector@pineirolegal.com



UNITED STATES
POSTAL SERVICE®

Certificate of Mailing — Firm (Domestic)

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.		
Hector E. Pineiro law office of	29	SEP 14 2021 LEICESTER, MA 01524			
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airift
124 Green Street outreach meeting	Brookside DriveLeicester, MA	✓			
124 Green Street outreach meeting	Flagg DriveLeicester, MA 0152	✓			
124 Green Street outreach meeting	5 Flagg Drive, Leicester, MA 01524	✓			
124 Green Street outreach meeting	4 Flagg Drive Leicester, MA 01524	✓			
124 Green Street Outreach meeting	140 Green Street Leicester, MA 01524	✓			
124 Green Street, outreach meeting	130 Green Street Leicester, MA 01524	✓			




Certificate of Mailing — Firm (Domestic)

Name and Address of Sender Hector E. Pineiro law office of		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>		
Postmaster, per (name of receiving employee)						
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift	
124 Green Street outreach meeting	23 Brookside Drive Leicester, MA 01524	✓				
124 Green Street outreach meeting	124 Green Street Leicester, MA 01524	✓				
124 Green Street outreach meeting	60 Green Street Leicester, MA 01524					
124 Green Street outreach meeting	5 Baldwin Street Leicester, MA 01524	✓				
124 Green Street Outreach meeting	131 Green Street Leicester, MA 01524	✓				
124 Green Street, outreach meeting	125 Green Street, Leicester, MA 01524	✓				



Certificate of Mailing — Firm (Domestic)

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code.™)	Postage	Fee	Special Handling	Parcel Airfit	
124 Green Street outreach meeting	100 Green Street Leicester, MA 01524	✓				
124 Green Street outreach meeting	Mr. & Mrs. Curtis 6 Brickyard Road Leicester, MA 01524	✓				
124 Green Street outreach meeting	60 Green Street Leicester, MA 01524					
124 Green Street outreach meeting	10 Baldwin Street Leicester, MA 01524	✓				
124 Green Street Outreach meeting	27 Brookside Drive Leicester, MA 01524	✓				
124 Green Street, outreach meeting	25 Brookside Drive, Leicester, MA 01524	✓				



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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift	
124 Green Street outreach meeting	134 Green Street Leicester, MA 01524	✓				
124 Green Street outreach meeting	80 Green Street Leicester, MA 01524	✓				
124 Green Street outreach meeting	60 Green Street Leicester, MA 01524	✓				
124 Green Street outreach meeting	4 Flag Drive Leicester, MA 01524	✓				
124 Green Street Outreach meeting	128 Green Street Leicester, MA 01524	✓				
124 Green Street, outreach meeting	126 Green Street Leicester, MA 01524	✓				



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Name and Address of Sender Hector E. Pineiro law office of	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
USPS® Tracking Number Firm-specific Identifier	Postmaster, per (name of receiving employee)					
124 Green Street outreach meeting	Address (Name, Street, City, State, and ZIP Code™) 59 Green Street Leicester, MA 01524	Postage ✓				Parcel Airtel
124 Green Street outreach meeting	Michelle R. Buck Town Planner Town of Leicester 3 Washburn Square Leicester, MA 01586	Postage ✓				
124 Green Street outreach meeting	Ms. Deborah K Davis, Town Clerk Town of Leicester 3 Washburn Square Leicester, MA 01586	Postage ✓				
124 Green Street outreach meeting	Select Board Attention Rick Antanavica Town of Leicester 3 Washburn Square Leicester, MA 01586	Postage ✓				
124 Green Street outreach meeting	6 Brickyard Leicester, MA 01524	Postage ✓				
124 Green Street, outreach meeting						



LEICESTER
1199 MAIN ST STE 1
LEICESTER, MA 01524-9998
(800)275-8777

09/14/2021 03:02 PM

Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	29		\$13.63
Go For Broke	29	\$0.58	\$16.82
Grand Total:			\$30.45
Cash			\$100.00
Change			-\$69.55

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UFN: 243978-0524
Receipt #: 840-50180042-2-4696158-2
Clerk: 06

Hector Pineiro

From: Hector Pineiro
Sent: Wednesday, September 29, 2021 6:08 PM
To: Forsberg, Kristen; Ldy kas; Neal Gaffney
Cc: Genereux, David
Subject: RE: Dykas NOTICE OF COMMUNITY OUTREACH HEARING Town of Leicester 9-13-2021

Dear Ms. Forsberg, just confirming our community outreach meeting for tomorrow at 6pm. But also to ask whether Mr. Genereux could kindly run the meeting or facilitate it?

Sincerely,

Hector E. Pineiro
807 Main Street
Worcester, MA 01610
Tel. (508) 579-8066
hector@pineirolegal.com

From: Forsberg, Kristen <forsbergk@leicesterma.org>
Sent: Monday, September 13, 2021 8:51 PM
To: Hector Pineiro <hector@pineirolegal.com>; Ldy kas <ldykas@live.com>; Neal Gaffney <gaffneyneal@gmail.com>
Cc: Genereux, David <genereuxd@leicesterma.org>
Subject: RE: Dykas NOTICE OF COMMUNITY OUTREACH HEARING Town of Leicester 9-13-2021

Yes – you are booked.

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524
508-892-7077

From: Hector Pineiro <hector@pineirolegal.com>
Sent: Monday, September 13, 2021 4:04 PM
To: Forsberg, Kristen <forsbergk@leicesterma.org>; Ldy kas <ldykas@live.com>; Neal Gaffney <gaffneyneal@gmail.com>
Cc: Genereux, David <genereuxd@leicesterma.org>
Subject: Dykas NOTICE OF COMMUNITY OUTREACH HEARING Town of Leicester 9-13-2021

Ms. Forsberg could we use the Selectmen's Conference Room for Thursday September 30, 2020 at 6pm for our outreach meeting for an in person outreach meeting.

Best

Hector E. Pineiro

TOWN MEADOW FARM POSITIVE IMPACT PLAN

The proposal for outdoor Cannabis cultivation by Town Meadow Farm, LLC (“TMF”) will have positive impacts in the Leicester/Worcester area, the geographic “area of disproportionate impact,” which has been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact.

GOALS

1. Reducing barriers to entry in the commercial adult-use cannabis industry; 10%
2. Providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers; 10%
3. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Leicester/Worcester; 20%
4. Providing business assets (time, organization skills, finances) towards endeavors in Leicester/Worcester and other geographical locations designated as a disproportionately impacted area that will have a positive impact on the members of that community or the community as a whole. 10%
5. Employment in skilled and semi-skilled occupations; 10%
6. Taxes and profit sharing revenue to the Town with at most negligible impact on demand for Town services. 20%
7. 1 in 3 new hires will have been negatively impacted by the war on drugs and/or have past drug convictions. 10%
8. When hiring we will make it known we are interested in all applicants but more specifically the ones with past drug convictions as to meet our goal. 10%

POSITIVE IMPACT PLAN

1. Giving hiring and contracting preference to residents and businesses of Leicester/Worcester, an Area Disproportionate Impact;
 - 1.1. TMF shall recruit heavily from the residents and businesses of Leicester/Worcester, an Area of Disproportionate Impact, for each phase of pre-construction, construction, and business operations.
2. Providing assistance to named non-profit and charities whose missions are improving Leicester/Worcester.
 - 2.1. McAuley Nazareth Home for Boys - has been a very important resource providing high quality education and specialized services to youth and their families without discrimination for decades in the town of leicester. This organization was founded in Worcester in 1865 and moved to Leicester in 1901. The Nazareth has very deep roots with the Leicester community. Many of the residents of the Nazareth attend Leicester public schools, young residents play

in youth sports leagues in town including soccer, basketball, and Baseball. The older residents play Jr. High school and High school sports. We pledge to donate \$10,000 annually.

2.2. [McAuley Nazareth Home for Boys - About Us](#)

3. Plan to promote sustainable, socially and economically reparative practices in the cannabis industry in Leicester/Worcester.

MEASUREMENTS

TMF will track and disclose qualitative and quantitative measurements for our Positive Impact Plan annually.

1. Giving hiring and contracting preference to individuals and businesses that are residents of Leicester/Worcester, an Area Disproportionate Impact;

1.1. Hiring at least two (2) individuals from Leicester/Worcester, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. TMF will track the number of employees, their hours, their compensation, in order to measure our progress. TMF will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. TMF will network within the community and business leaders and advertise on the internet, emailing groups, and local periodicals directed at the audience of [area of disproportionate impact], an Area of Disproportionate Impact, at least two (2) times before the end of the first license renewal period.

1.2. Contracting at least two (2) businesses from Leicester/Worcester, an Area of Disproportionate Impact, or any other Area of Disproportionate Impact before the end of the first license renewal period. TMF will track the number of businesses, their scope, their compensation, and progress, in order to measure our progress. TMF will also conduct and document qualitative interviews in order to assess our program and seek for ways to improve the program. TMF will network within the community of business leaders and advertise quarterly on the internet, emailing groups, and local periodicals directed at the audience of Leicester/Worcester, an Area of Disproportionate Impact at least two (2) times before the end of the first license renewal period.

2. Incubator or accelerator programs:

2.1. Number of businesses that obtain training or assistance from the programs; one business before the end of the first license renewal period.

2.2. Number of persons or businesses: entrepreneurs, suppliers, vendors, and

enterprises, who mainly exist in disproportionately impacted areas and specifically [area of disproportionate impact] to join our training and start-up program to enter the marijuana cultivation industry: one business before the end of the first license renewal period. TMF will conduct and document qualitative interviews on applicants and participants in our program and seek for ways to improve the program.

3. Providing assistance to named non-profits and charities whose missions involve positive impacts in the area of disproportionate impact.

- 3.1. McAuley Nazareth Home For Boys.
- 3.2. \$ 10,000 before the end of the first license renewal period.
- 3.3. 30 volunteer hours before the end of the first license renewal period.

4. Number and subject matter of trainings offered and performed, and to whom; subject matter - one training session on business management and horticulture before the end of the first license renewal period

The progress or success of this plan, in its entirety, shall be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

- TMF acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which defines the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
- Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

TMF will advertise employment opportunities in diverse, compliant publications or other mediums. We will advertise on a monthly basis until all of our needs are fulfilled. Posting ads on our social media and in :

- Masshire Job Quest
- Worcester Magazine
- Workforce central



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

William Francis Galvin
Secretary of the
Commonwealth

April 27, 2021

TO WHOM IT MAY CONCERN:

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

TOWN MEADOW FARM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 14, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are: **LEON HUGH DYKAS III, HECTOR E. PINEIRO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LEON HUGH DYKAS III, HECTOR E. PINEIRO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **LEON HUGH DYKAS III**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L1253082944
Notice Date: May 7, 2021
Case ID: 0-001-151-142



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TOWN MEADOW FARM, LLC
124 GREEN ST LOT 124
LEICESTER MA 01524-1714

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TOWN MEADOW 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, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Town Meadow Farm, LLC

OPERATING AGREEMENT

AGREEMENT dated as of the 14th day of May, 2021, by and among (i) the persons identified as Members in Schedule I annexed hereto, made a part hereof, and incorporated herein by this reference thereto, and (ii) the persons identified as Managers in Schedule II annexed hereto, made a part hereof, and incorporated herein by this reference thereto. Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article X hereof.

WHEREAS, Town Meadow Farm, LLC (the "LLC") was formed as a limited liability company under the laws of the Commonwealth of Massachusetts by the filing on the 14th day of May, 2021 of the Certificate in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Members and the Managers wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Organizational Powers and Membership

1.01. **Organization.**

The Managers shall file such articles, certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By Approval of the Managers, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. Except as otherwise expressly provided in this Agreement, by Approval of the Managers, the LLC may from time to time change its name, its agent for service of process, the location of its office, the general character of its business and/or any other matter described in the Certificate.

1.02. Purpose of the LLC.

The LLC is organized for the general purpose of (i) cultivation of cannabis products and (ii) engaging in any other lawful business activity permitted under the Act.

1.03. Powers.

Subject to all other provisions of this Agreement, in furtherance of the conduct of the business of the LLC, the LLC is hereby authorized:

(a) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the LLC;

(b) To invest and reinvest in securities or any property, real or personal, or any businesses, partnerships or joint ventures;

(c) To construct, operate, maintain, finance and improve, and own, sell, convey, assign or lease any real estate and/or any personal property;

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

(e) To guarantee the repayment of the loans of other parties, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

(f) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC;

(g) To prepay, in whole or in part, refinance or modify any mortgage affecting any assets of the LLC;

(h) To employ Persons, including Affiliated Persons, to provide advisory, administrative, professional and other services to the LLC, and to pay reasonable compensation for such services;

(i) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purpose of the LLC, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts;

(j) To sell, convey and assign any or all of the assets of the LLC in the ordinary course of business and to take all other appropriate actions in connection with the dissolution or liquidation of the LLC;

(k) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including, but not limited to, any of the following:

(i) any and all agreements, certificates, instruments or documents required by any mortgagee from time to time in connection with the acquisition, ownership, development and operation of any of the assets of the LLC;

(ii) any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber any of the assets of the LLC;

(iii) any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, all amendments thereto and documents deemed advisable by the Managers in connection with obtaining or maintaining any financing arrangements for any of the assets of the LLC;

(iv) any and all agreements, contracts, documents, notes, certificates and instruments whatsoever involving the construction, development, management, maintenance and operation of any of the assets of the LLC; and

(v) any and all operating agreements or regulations of limited liability companies, whether as a member or manager, joint venture, limited and general partnership agreements, guarantees, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC; and

(l) To take any other action not prohibited under the Act or other applicable law.

1.04. Principal Office.

The principal office and place of business of the LLC shall be located at 123 Green Street, Leicester, MA 01524, or such other place or places as the Managers, acting by Approval shall hereafter determine.

ARTICLE II

Initial Capital Contributions and Liability of Members

2.01. Capital Accounts.

A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.02. Initial Capital Contributions.

(a) Each of the Members hereby agrees to make a Capital Contribution to the LLC as set forth opposite his or her name in Schedule I.

(b) Except as set forth in Article III, no Member or Manager shall be entitled, obligated or required to make any loan to the LLC or any Capital Contribution to the LLC in addition to his Capital Contribution made pursuant to Section 2.02(a). No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose.

2.03. No Withdrawal of or Interest on Capital.

No Member shall have the right to resign or withdraw from the LLC and to receive any distribution from the LLC as a result of such resignation or withdrawal, and no Member shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except with the Approval of the Managers or as specifically provided in this Agreement. Except as otherwise provided in this Agreement, (i) no Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, and (ii) no interest or preferred return shall accrue or be paid on any Capital Contribution or Capital Account.

2.04. Liability of Members.

No Member, in his or her capacity as a Member, shall have any liability to restore any negative balance in his or her Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. Except to the extent otherwise provided by law, in no event shall any Member, in his or her capacity as a Member, be personally liable for any liabilities or obligations of the LLC. No Member is guaranteeing any obligations or can be required to guarantee any obligations of the LLC.

ARTICLE III

Additional Capital

3.01. Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lender(s), including Members, Managers, and Affiliated Persons. Any such loan shall be on such terms and conditions as are agreed to with the Approval of the Managers, provided such terms are commercially reasonable. It is specifically provided that no such terms or conditions shall impose any personal liability on any Member without the prior written consent of such Member. No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose; nor shall such loan entitle a Member to any increase in the share of the Profits and Losses or cash distributions of the LLC.

(b) No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or Managers, nor shall any Member or Manager be obligated to make any Capital Contributions or loans to the LLC (except as provided in Section 2.02), or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02. Third Party Liabilities.

The provisions of this Article III and of Section 2.02 are not intended to be for the benefit of any creditor or other Person (other than a Member in his or her capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01. Distribution of LLC Funds.

(a) Cash Flow Distributions. Except as necessary to comply with the following Section 4.02 and Section 4.09, all Cash Flow of the LLC shall be distributed to the Members at such times and in such amounts as the Managers, acting by Approval, shall determine. At each time that Cash Flow is distributed, Cash Flow shall be distributed to the Members in proportion to their respective Ownership Interests.

(b) Distributions of Proceeds of Cash from other than Cash Flow. Prior to dissolution, proceeds of Capital Transactions in excess of any Reasonable Reserves and any other cash available for distribution shall, with the Approval of the Managers, be distributed to the Members in proportion to their respective Ownership Interests.

4.02. Distribution Upon Dissolution.

Amounts or assets available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, shall be distributed and applied in the following priority:

(a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Managers, provided that, upon the expiration of such period of time as the Managers, acting by Approval, shall deem

advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section;

(b) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss); and

(c) Third, any balance remaining shall be distributed to the Members in proportion to their respective Ownership Interests.

4.03. Distribution of Assets in Kind.

No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their respective fair market values as determined by the Approval of the Managers. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Approval of the Managers, receive separate assets of the LLC and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

4.04. Allocation of Profits and Losses, etc.

Except as necessary to comply with Sections 4.05 and 4.06, Profits and Losses, credits, and other items of the LLC shall be allocated among the Members on a *pro rata* basis, based upon the ratio of each Member's Ownership Interest (as set forth on Schedule I attached hereto) to the total Ownership Interests of all Members of the LLC at the time of such allocation.

4.05. Required Regulatory Allocations.

(a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such Losses or items may be allocated without violation of this Section 4.05(a).

(b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section 1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Regulations Section

1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).

(c) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including any Member Nonrecourse Deductions allocated pursuant to Section 4.05(d)) shall be allocated among the Members in proportion to their respective interest in the Profits of the LLC. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Regulations Section 1.752-3(a)(3), each Member's interest in LLC Profits shall be equal to his Ownership Interest. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(d) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4), to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(b) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(e) Member Minimum Gain Chargeback. Notwithstanding any contrary provisions of this Article IV, other than Section 4.05(b) above, if there is a net decrease in Member Minimum Gain attributable to Member Nonrecourse Debt during any fiscal year, then each Member who has a share of such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).

(f) Qualified Income Offset. If any Member unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 4.05(f) shall only be made if and to the extent that such Member would have an Adjusted Capital Account Deficit after accounting for all other allocations provided for in this Article IV other than that described in this Section 4.05(f).

(g) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to either of Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in

which their Capital Accounts are required to be adjusted pursuant to said Section of the Regulations.

(h) Gross Income Allocation. If at the end of any LLC fiscal year any Member has a Capital Account deficit which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Section 4.05(h) shall only be made if and to the extent that such Member would have a Capital Account deficit in excess of such sum after accounting for all other allocations provided for in this Article IV other than that described in this Section 4.05(h). As among Members having such excess, if there are not sufficient items of income and gain to eliminate all such excess, such allocations shall be made in proportion to the amount of each Member's respective excess.

4.06. Curative Allocations.

The allocations set forth in Section 4.05 are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by the Approval of the Managers, after effecting the allocations required pursuant to Section 4.05, other allocations of Profits, Losses and items thereof shall be divided among the Members so as to prevent the allocations in Section 4.05 from distorting the manner in which LLC distributions will be divided among the Members pursuant to Sections 4.01 and 4.02 hereof. In general, the Members anticipate that this will be accomplished by specifically allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Section 4.05 and allocations under this Section 4.06 to each such Member is zero. However, the Managers, acting by Approval, shall have discretion to accomplish this result in any reasonable manner.

4.07. Tax Allocations and Book Allocations.

(a) Except as otherwise provided in this Section 4.07, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by the Approval of the Managers in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

(c) In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its respective Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

(d) Allocations pursuant to this Section 4.07 are solely for federal, state, and local income tax purposes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.08. General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Approval of the Managers using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocated among the Members in the same proportions as the allocations of Profits or Losses for the fiscal year in which such items are to be allocated.

(b) Upon the admission of a new Member or the Transfer of an interest, the new and old Members or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old Members, or the transferor and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

4.09. Tax Withholding.

If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section shall be repaid by such Member to the LLC within thirty (30) days after the Managers, acting by Approval of the Managers, give notice to such Member making demand therefor. Any amounts so advanced

and not timely repaid by such Member shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the lowest Applicable Federal Short-Term Rate as of such expiration date.

The LLC shall collect any unpaid amounts so advanced from any LLC distributions that would otherwise be made to such Member.

ARTICLE V

Management

5.01. Management of the LLC.

The overall management and control of the business and affairs of the LLC shall be vested in the Managers, acting by Approval of the Managers. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested exclusively in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as is reasonably necessary for performance by such Manager of his duties. Except as otherwise provided herein, the Managers shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, acting in each instance by Approval of the Managers, including without limitation the right:

(a) To manage the business of the LLC, including through Persons employed by the LLC for such purpose;

(b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as may be necessary or desirable in connection with the management of the business of the LLC or for the purposes of the LLC;

(c) To acquire, sell, transfer, assign, finance, convey, lease, mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC, all in the ordinary course of the business of the LLC;

(d) To borrow money and otherwise obtain credit and other financial accommodations in the ordinary course of the business of the LLC from banks, other lending institutions, and/or from one or more of the Members, Managers, or their Affiliates;

(e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) To employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as may be necessary or desirable;

(g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as would normally be delegated to officers of a corporation holding similar offices;

(h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Manager, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof;

(j) To make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(k) To establish a record date for any distribution to be made under Article IV; and

(l) To perform any other act which the Managers may deem necessary or desirable for the LLC or its business.

5.02. Number, Successors, Tenure, Qualifications, etc.

(a) Number. The LLC shall initially have two (2) Managers. The initial Managers of the LLC shall be Member Manager One and Member Manager Two. The names and addresses of said Managers are set forth on Schedule II attached hereto. Said Schedule II shall be amended from time to time to reflect any changes in the names or addresses of the Managers of the LLC.

(b) Successors or Additional Managers. The successors to the initial Manager shall be designated with the Consent of the Members and additional Managers may be designated with the Consent of the Members. In the event that, immediately prior to a vacancy in the office of Manager, the LLC had two or more Managers, then, notwithstanding anything to the contrary, until a successor Manager is appointed to fill the vacancy in the office of Manager, no action by the Managers requiring the Approval of the Managers shall be taken by the remaining Manager(s).

(c) Tenure. A Manager shall continue to serve in such capacity until he or she resigns or is removed as provided herein. The resignation or removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the LLC.

(d) Resignation of Manager. No Manager may resign from, retire from, abandon or otherwise terminate his status as a Manager without the Consent of the Members.

(e) Removal. Any Manager may be removed, with or without cause, with the Consent of the Members.

(f) Qualification. Managers may hold membership interests in the LLC, but no Manager is required to hold any membership interest in the LLC in order to serve as a Manager. It is specifically provided that any Manager, including a Manager who does not hold a membership interest in the LLC, has the authority to bind the LLC in the manner set forth in Section 5.03. A Manager need not be a natural person.

5.03. Binding the LLC.

Any action taken by the Managers within the scope of the powers enumerated in Section 1.03 hereof with the Approval of the Managers, shall bind the LLC and shall be deemed to be the action of the LLC and of any other Managers. The signatures of any one (1) Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party. Any Manager who acts on behalf of the LLC without the Approval of the Managers or other required consent, shall indemnify the LLC, the other Manager and the Members for any and all costs or damages incurred as a result of such Manager's unauthorized acts. No Member who is not a Manager shall take any action to bind the LLC, and each such Member who is not a Member shall indemnify the LLC, the Managers and the other Members for any costs or damages incurred as a result of the unauthorized action of such Member.

5.04. Dispute Among Managers.

As stated in Section 5.01, and except as otherwise provided in this Agreement, all actions by Managers on behalf of the LLC must be made with the Approval of the Managers. If the Approval of the Managers is required to authorize the Managers to take any action on behalf of the LLC, and such Approval of the Managers is not attained, the Managers shall be prohibited from taking any such action.

5.05. Indemnification.

The LLC shall indemnify and save harmless each Manager against any claim or any liability incurred by such Manager provided that the acts or omissions giving rise to such claims or liabilities were performed by any such Manager in good faith in the belief that such Manager was acting within his or its authority under this Agreement. Such indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. This Section shall not apply in the event that any Manager failed to act by Approval of the Managers or other required consent of the Members, where such Approval or consent is required under this Agreement.

5.06. Contracts with Affiliated Persons.

With the Approval of the Managers, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member, Manager or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.07. Other Activities.

The Members, Managers and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

5.08. Compensation of Managers and Members.

A Manager shall be entitled to salary or other compensation for services rendered to the LLC in such amount as agreed to with the Consent of the Members. A Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Managers, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Managers and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

ARTICLE VI

Fiscal Matters

6.01. Books and Records.

The Managers shall take all action they deem necessary or desirable to ensure that the LLC is at all times treated as a partnership for income tax purposes. The LLC shall engage the services of a certified public accounting firm ("Accounting Firm") which shall keep complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC, consistently applied. Such books and records shall all be maintained and updated monthly, and shall be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC or the Accounting Firm for examination and copying by any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member. Within seventy-five (75) days after the end of each fiscal year of the LLC, each

Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his or her own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his or her own selection. The LLC shall keep at its principal place of business all items required pursuant to Section 5 of the Act. At a minimum, the LLC shall keep the following records at its principal place of business:

(a) A current list and a past list, with the full names and last known mailing addresses of each Member and Manager in alphabetical order;

(b) A copy of the Certificate of Organization of the LLC and all amendments thereto, together with executed copies of powers of attorney pursuant to which articles or certificates have been executed;

(c) Copies of the federal, state, and local income tax returns and financial statements of the LLC, if any, for the six (6) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided to the Members to enable them to prepare their federal, state and local tax returns for that period;

(d) Copies of the Operating Agreement of the LLC in effect and all amendments and copies of operating agreements no longer in effect; and

(e) Unless set forth in the Operating Agreement or Certificate of the Organization of the LLC, a writing setting out:

(i) The amount of cash and the agreed value of other property or services contributed by each Member and the times at which or events upon the happening of which additional contributions agreed upon by each Member are to be made;

(ii) Events, if any, upon the happening of which the LLC is to be dissolved and its affairs wound up; and

(iii) Other writings prepared pursuant to a requirement of this Operating Agreement.

6.02. Bank Accounts.

Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by Approval of the Managers, and withdrawals shall be made and other activity conducted on such signature or signatures as determined by Approval of the Managers. Any and all records with respect to such bank accounts and/or other accounts, including, but not limited to, copies of any checks written on such account or records or other withdrawal activity, shall be available at an office of the LLC or the Accounting Firm for examination and copying by any Member, or his or her duly authorized

representative, upon reasonable request therefor and at the expense of such Member. Alternately, copies of such records shall be sent by the LLC to any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member.

6.03. Fiscal Year.

The fiscal year of the LLC shall end on December 31 of each year.

6.04. Section 754 Election.

Upon the request of any Member or any successor in interest of a Member, the LLC shall file an election under Section 754 of the Code, permitting an adjustment to basis under Section 743 and/or Section 734 of the Code, or any successor provisions thereto.

6.05. Tax Matters Partner.

Member Manager Two is hereby designated as the LLC's Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code.

ARTICLE VII

Transfer of Interests and Admission of New Members

7.01. General Provisions Regarding Transfers.

(a) No Member shall Transfer all or any part of his, her or its interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Sections 7.02.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII shall be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.

(ii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be Transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.

(iii) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee shall execute such additional instruments as shall be reasonably required

by the LLC, which shall include an agreement acknowledging and consenting to the terms of this Agreement. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose.

(iv) Upon the admission or withdrawal of a Member, Schedule I and and/or the Certificate (if applicable) shall be amended appropriately by the Managers to reflect the then existing names and addresses of the Members and their respective Ownership Interests.

(c) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(d) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

7.02. Permitted Transfers.

An interest as a Member in the LLC may be Transferred from time to time with the Approval of the Managers; provided however, that any such Transfer shall be subject to the provisions of Sections 7.01(b), (c) and (d) hereof.

ARTICLE VIII

Dissolution and Termination

8.01. Events Causing Dissolution.

The LLC shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the Managers, a determination is made not to distribute any such non-cash items to the Members;

(b) The election to dissolve the LLC made in writing by the Approval of the Managers with the Consent of the Members;

(c) Any consolidation or merger of the LLC with or into any equity in which the LLC is not the resulting or surviving entity; or

(d) The death, insanity, Bankruptcy, retirement, resignation or expulsion of any Member of the LLC, if the Members acting with the Consent of the Members elect to dissolve the LLC within ninety (90) days of such event.

8.02. Procedures on Dissolution.

Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be cancelled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Managers acting by Approval, or if none, a liquidator elected by the Consent of the Members shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and cause the cancellation of the Certificate.

ARTICLE IX

General Provisions

9.01. Notices.

Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, or other commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC to its principal office, if to a Member or a Manager to the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02. Word Meanings.

The words "herein," "hereinafter," "hereinbefore," "hereof" and "hereunder" as used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the

masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

9.03. Binding Provisions.

Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

9.05. Counterparts.

This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06. Separability of Provisions.

Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07. Section Titles.

Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08. Amendments.

This Agreement may be amended or modified with the Approval of the Managers and the Consent of the Members.

9.09. Entire Agreement.

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 relating to such subject matter.

9.10. Waiver of Partition.

Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he or she shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his or her successors and assigns) accepts the provisions of this Agreement as his or her sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of the LLC. Each Member further agrees that he or she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11. Survival of Certain Provisions.

The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.04 and 5.05. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members hereunder shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 9.11 and to the specific provisions hereof which are intended not to survive.

Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

“Act” shall mean the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“Adjusted Capital Account Deficit” shall mean, with respect to any Member, the deficit balance, if any, in such Member’s aggregate Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliated Person” or “Affiliate” shall mean with respect to a Person (a) any member of such Person’s Immediate Family, (b) any one or more Legal Representatives of any Persons specified in the immediately preceding clause (a), and (c) any entity in which any one or more of the Persons specified in the immediately preceding clauses (a) or (b) owns directly or indirectly ten percent (10%) or more of the beneficial ownership.

“Agreement” shall mean this Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Applicable Short-Term Federal Rate” shall mean the Applicable Federal Short-Term Rate as that term is defined in Code Section 1274(d)(1) as published from time to time by the Secretary of the Treasury.

“Approval” or “Approval of the Managers,” and any grammatical variation thereof (including, “acting by Approval”), shall mean (a) if there is only one Manager then serving, the written consent of such Manager; (b) if there are two (2) Managers then serving, the unanimous written consent of the Managers, and (c) if there are more than two (2) Managers then serving, the written consent of a majority of such Managers.

“Bankruptcy” shall mean any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his or her properties or his or her interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree);

(b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his or her properties or his or her interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Book Value” shall mean, with respect to any asset of the LLC, such asset’s adjusted basis for federal income tax purposes, except that:

(a) The initial Book Value of any asset contributed by a Member of the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;

(b) The Book Values of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Managers, at and as of the following times:

(i) The acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a de minimis capital contribution by such Member, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(ii) The distribution by the LLC to a Member of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; and

(iii) The liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(c) The Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (c) to the extent that the Managers, acting by Approval, determine that an adjustment pursuant to the immediately preceding clause (b) is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (c).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (a), (b) or (c), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

“Capital Account” shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Section 704(b) and (c) of the Code. The Capital Account of each Member shall be:

(a) Credited with all payments made to the LLC by such Member on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member’s allocable share of Profits and items in the nature of income and gain of the LLC;

(b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member’s allocable share of Losses and items in the nature of losses and deductions of the LLC;

(c) Adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(d) Otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

"Capital Contribution" shall mean the amount of cash and the value of any other property contributed to the LLC by a Member.

"Capital Transactions" shall mean any transaction the proceeds of which is not includable in determining Cash Flow including, without limitation, the sale, exchange, eminent domain taking or other disposition of all or any part of the assets of the LLC, other than property disposed of in the ordinary course of business, and any borrowings or refinancing of indebtedness.

"Cash Flow" means the net income of the LLC determined on the accrual basis under generally accepted accounting principles, increased by the amount of Depreciation, amortization and other non-cash expenses and decreased by the amount of any payments of principal on outstanding indebtedness of the LLC, and any Reasonable Reserves. Cash Flow shall be determined separately for each calendar year or portion thereof and shall not be cumulative.

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Consent of the Members" shall mean the written consent of Members who own, in the aggregate, more than fifty percent (50%) of the Ownership Interests in the LLC owned by all the Members.

"Depreciation" shall mean, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Managers, but not less than depreciation allowable for tax purposes for such year.

“Immediate Family” the Immediate Family of a Member shall mean (a) such Member’s spouse, (b) such Member’s issue, and (c) trusts for the exclusive benefit of such Member and/or one or more persons specified in the preceding clauses (a) and (b).

“Legal Representative” shall mean, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

“Manager” shall refer to each Person named as a Manager in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person’s capacity as a Manager of the LLC.

“Member” shall mean any Person named as a Member in this Agreement and any Person who is a permitted transferee, successor or assign of such Member, in each such Person’s capacity as a Member of the LLC.

“Member Minimum Gain” shall mean “partner nonrecourse debt minimum gain” as that term is defined in Regulations Section 1.704-2(i)(2).

“Member Nonrecourse Debt” shall mean “partner nonrecourse debt” or “partner nonrecourse liability” as those terms are defined in Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Deductions” shall mean “partner nonrecourse deductions” as that term is defined in Regulations Section 1.704-2(i)(1).

“Minimum Gain” shall have the meaning given in Regulations Section 1.704-2(d).

“Nonrecourse Deductions” shall have the meaning given in Regulations Section 1.704-2(b)(1).

“Ownership Interests” shall mean the Members’ percentage interests in the LLC as set forth on Schedule I attached hereto, as the same may be amended from time to time.

“Person” shall mean any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

“Profits and Losses” shall mean, for each year or other period, an amount equal to the LLC’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(e) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Reasonable Reserves" shall mean such amount as the Managers, acting by Approval, shall deem reasonably necessary to meet the foreseeable liabilities or obligations of the LLC taking into consideration historic costs as well as reasonably projected cash flow, and including, but not limited to the normal expenses of the operation and management of its activities, as such liabilities and obligations become due and payable.

"Regulations" shall mean the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.


"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

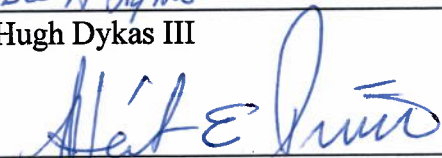
IN WITNESS WHEREOF, the Managers and the Members hereto have executed this Agreement under seal as of the day and year first above written.

Signed and Agreed this 14th day of May 2021.

MEMBERS:




Leon Hugh Dykas III

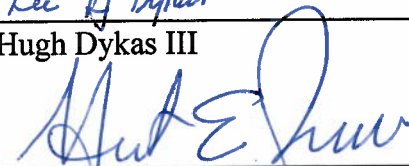


Hector E. Pineiro

MANAGERS:



Leon Hugh Dykas III



Hector E. Pineiro

SCHEDULE I TO
OPERATING AGREEMENT
OF
TOWN MEADOW FARM, LLC/CAPITAL ACCOUNTS

MEMBERS

<u>Member name</u>	<u>Cash</u>	<u>In kind</u>	<u>Membership Interest /Percentage</u>
Leon H. Dykas, III 124 Green Street Leicester, MA 01545	\$25,000	\$760,966.66	85%
Hector E. Pineiro 16 Chamberlain Pkwy Worcester, MA 01610	\$10,000	\$128,700	15%

SCHEDULE II TO
OPERATING AGREEMENT
OF
Company Name, LLC

MANAGERS

By a majority of the Members the following Managers were elected to operate the Company pursuant to Article 5 of the Agreement.

Names and Addresses
Of Managers

Leon Hugh Dykas III
124 Green Street
Leicester, MA 01545

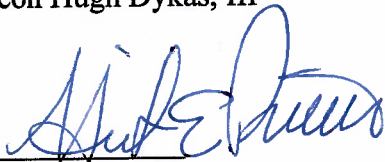
Hector E. Pineiro
16 Chamberlain Parkway
Worcester, MA 01602

The above listed Manager(s) Will serve in their capacities until they are removed for any reason by a majority of the Members as defined by ARTICLE 5 or upon their voluntary resignation.

Signed and agreed this 17th day of May 2021.



Manager
Leon Hugh Dykas, III



Manager
Hector E. Pineiro



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: 001500708

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

2a. Location of its principal office:

No. and Street: 124 GREEN STREET
 City or Town: LEICESTER State: MA Zip: 01524 Country: USA

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

No. and Street: 124 GREEN STREET
 City or Town: LEICESTER State: MA Zip: 01524 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:

THE LIMITED LIABILITY COMPANY IS CREATED TO APPLY FOR LICENSE TO CULTIVATE CANNABIS PRODUCTS WITH THE MASSACHUSETTS CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: HECTOR E. PINEIRO
 No. and Street: 807 MAIN STREET
 City or Town: WORCESTER State: MA Zip: 01610 Country: USA

I, HECTOR E. PINEIRO 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	LEON HUGH DYKAS III	124 GREEN STREET LEICESTER, MA 01524 USA
MANAGER	HECTOR E. PINEIRO	807 MAIN STREET WORCESTER, MA 01610 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	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LEON HUGH DYKAS III	124 GREEN STREET LEICESTER, MA 01524 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of April, 2021,
LEON HUGH DYKAS III
(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:

April 14, 2021 03:50 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Date of this notice: 04-14-2021

Employer Identification Number:
86-3254356

Form: SS-4

Number of this notice: CP 575 A

TOWN MEADOW FARM LLC
LEON HUGH DYKAS III MBR
124 GREEN ST
LEICESTER, MA 01524

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3254356. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2021
Form 940	01/31/2022
Form 943	01/31/2022
Form 1065	03/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TOWN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

04-14-2021 TOWN B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 04-14-2021
EMPLOYER IDENTIFICATION NUMBER: 86-3254356
FORM: SS-4 NOBOD

TOWN MEADOW FARM LLC
LEON HUGH DYKAS III MBR
124 GREEN ST
LEICESTER, MA 01524

Corporations Division

Business Entity Summary

ID Number: 001500708[Request certificate](#)[New search](#)**Summary for: TOWN MEADOW FARM LLC****The exact name of the Domestic Limited Liability Company (LLC):** TOWN MEADOW FARM LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001500708**Date of Organization in Massachusetts:**
04-14-2021**Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 124 GREEN STREET

City or town, State, Zip code, LEICESTER, MA 01524 USA
Country:**The name and address of the Resident Agent:**

Name: HECTOR E. PINEIRO

Address: 807 MAIN STREET

City or town, State, Zip code, WORCESTER, MA 01610 USA
Country:**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	LEON HUGH DYKAS III	124 GREEN STREET LEICESTER, MA 01524 USA
MANAGER	HECTOR E. PINEIRO	807 MAIN STREET WORCESTER, MA 01610 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

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	Address
REAL PROPERTY	LEON HUGH DYKAS III	124 GREEN STREET LEICESTER, MA 01524 USA

☐**Consent**☐**Confidential
Data**☐**Merger
Allowed**☐**Manufacturing**

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

Certificate of Amendment

Certificate of Consolidation

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



349259769

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Town Meadow Farm LLC
124 GREEN ST
LEICESTER, MA 01524-1714

EAN: 22196317
May 21, 2021

Certificate Id:48107

The Department of Unemployment Assistance certifies that as of 5/21/2021 ,Town Meadow Farm LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



J.P. Insurance, LLC
Jeffrey Pichierri, Agent

Phone: 508-393-9327
130 Main Street Bldg 1A
Northborough, MA 01532
Fax: 508-393-0001
Jeff.pichierri@farm-family.com

To whom it may concern:

Town Meadow Farms Plan for Obtaining Liability Insurance

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

Please do not hesitate to contact us with additional questions or concerns.

Regards,
Jeffrey Pichierri

TOWN MEADOW FARMS – BUSINESS PLAN

Table of Content

1. Executive Summary
2. Market Analysis & Our Differentiators
3. Organization & Management
4. Products
5. Marketing
6. Growth
7. Financial Projections & Proforma (to be updated)
8. Investment Opportunity – Our Offering (to be updated)
- Appendix – Dykas Family Farm History

1. Executive Summary

Town Meadow Farm is an organic outdoor cannabis farm located at 124 Green St., Leicester, Massachusetts. It is a family business in a small town, owned and operated by veterans, farmers, and entrepreneurs from Central Massachusetts. The land has been farmed since 1770 and the farm has been owned by the Dykas family for two generations. It is ideally set atop a hill with southern exposure and excellent airflow and lighting. It is zoned for outdoor cannabis cultivation.

Town Meadow Farm will start out as a seasonal outdoor cannabis farm with 2.29 acres of canopy (100,000 sq. ft), and a plan to establish a processing lab in the town of Leicester by the Year 1 cultivation season for harvest.

The first production year of Town Meadow Farm will be a primitive grow, depending on licensure start date of June 2021. Our small but well-trained team of dedicated professionals has deep knowledge and expertise establishing and running farms and large-scale marijuana cultivation sites in the State of Massachusetts. We envision a cultivation of low cost and high quality Organic Outdoor Products for adult use, eventually processing and selling our fully processed products throughout the commonwealth in compliance with the Massachusetts state law. Our products will be **Pure, Sweet, and Clean!**

We look forward to building an honest and open relationship with the CCC (Cannabis Control Commission), the Town of Leicester, the Worcester County, and our customer base!

Our **Mission** is to establish a best-in-class organic cannabis farm and lab, setting the standard for large-scale outdoor cannabis production in Central Massachusetts.

Our **Vision** is to build and sustain a seed to wholesale business that will thrive throughout the Commonwealth impervious to market fluctuation.

Our **Business Structure** is a grassroots start. The business is an LLC with fundraising through ownership equity. Currently, our team consists of experienced local farmers and growers who have deep industry knowledge of farming and large-scale cannabis cultivation.

- Leon H. Dykas, III – Founder and Owner of Town Meadow Farm who is also responsible for business development, sales, grounds keeping, and security

- Hector E. Pineiro, Esquire – Legal Counsel/Part Owner, responsible for day to day compliance with Cannabis Commission Compliance, and Labor Law and contractual opportunities with wholesalers and government matters at the town, state, and federal levels. Hector is a practicing lawyer with 32 years of experience. He has been involved in civil, criminal and civil rights litigation in Massachusetts. He served as co-chair of the Civil Litigation Section at the Massachusetts Bar Association (MBA) and as a member of MBA Civil Litigation section. He has also been admitted to practice law pro hac vice in other jurisdictions including the Philadelphia Court of Common Pleas, the Supreme Court of Mississippi, and in other federal district courts including the Middle District of Pennsylvania and the District of Vermont. He was admitted to the United States Federal District Court for the District of Puerto Rico in 2004 where he litigates cases. He has argued cases in the Massachusetts Supreme Judicial Court, Massachusetts Appeals Court, and numerous cases in the First Circuit Court of Appeals in Boston. He was born in Rio Piedras, Puerto Rico where he completed his high school diploma. He graduated from Clark University in 1983 with a degree in Geography and from the University of Connecticut School of Law in 1989. He is married to Nancy Cruz de Pineiro, has two children and a granddaughter.

- Neal Gaffney – Director of Operations
- Kane Hardaker – Master Grower

For the first-year cultivation, we plan to hire 6 qualified and experienced Cultivators who understand the Massachusetts state regulation and who are committed to the labor-intensive work involved with a multi-acre start-up.

1. Market Analysis & Our Differentiators

The Legal Cannabis Market in Massachusetts was up 200% in the first three months of 2020 as compared to the previous year, fueled by the steady store openings. While the year 2020 saw some interesting trends for recreational dispensaries due to Covid-19, the price per pound remains high. Several other factors influence market trends in the industry, and it is common to see large-scale license holders survive major shakes in the business. Undoubtedly, the industry will continue to grow and become more profitable as it becomes less and less taboo.

Our target market is the dispensaries who are interested in high terpene organic cannabis with strong medicinal value, and labs searching commodities in the industry of biomass and non-passable flowers for processing. While this market exists, a steady legal supply in the State of Massachusetts does not and we see that as our opportunity to thrive.

Our market advantage will remain viable as we possess strengths that other cultivators lack in Massachusetts:

- We are a large-scale seasonal farm that is poised to produce organic outdoor products with clean and pure tastes. Outdoor cannabis does not always match the THC

(tetrahydrocannabinol) content of indoor grows. However, its Total Cannabinoid Profile shows much more terpenes due to the outdoor-grow nature, and this is what gives the product flavor, the medicinal values, and the overall result from consuming. We are confident that our high-quality products will live up to our customers' expectations of being pure, sweet, and clean!

- As the market continues to evolve, the high overhead indoor cultivation will erode profits overtime and has a high dependency on the State's supply level and price per pound to stay profitable.
- An outdoor grow requires minimal electric and other overhead expenses, making the operations cost extremely low in comparison to indoor grow.
 - In the cannabis cultivation business, the longer a plant is in the "veg light cycle" when grow indoor, the more mass it will yield at the end of the "flower light cycle." To veg for long periods of time indoors is extremely expensive, makes it unaffordable by most indoor growers.
 - Outdoor plants are proven to yield on average 4 times the mass of indoor plants due to the natural light cycle as opposed to the artificial veg and flower light cycles, minimizing the operational expenses while maximizing potential profits from each cycle.
 - Outdoor plants also have a much healthier rhizosphere due to unlimited grow medium whereas indoor rhizospheres usually have only a couple gallons of medium.
 - Additionally, as an organic grower, we will only use all natural and organic products from start to finish, ensure the quality and taste of our products

Town Meadow Farm is well prepared to enter the market as a strong outdoor organic cultivation site able to compete with well-established growers. Additional differentiators separating us from other growers are:

- Minimal overhead: small but highly experienced team enables small salaries and lower operational cost
- Massachusetts natives with deep understanding of the land, the climate, and the laws
- Better terpene values from outdoor organic grow in comparison to indoor-grown products

1. Organization and Management

The following positions are created for Year 1 cultivation season:

- **Founder/Owner**, responsible for maintaining the health of the business, building partnerships and relationships advancing the business, managing sales and marketing, upkeeping the overall business directions, and managing the business compliance to the state and local regulations
- **Legal Counsel**, Responsible for adjusting bylaws, obtaining host community agreements, special permits and any other requirements by the town, state and federal

level. The Legal Counsel also serves as the business's Compliance Officer, ensuring our compliance to all the CCC and other regulatory requirements.

- **Director of Operations**, responsible for managing day to day operations, providing operational resources, and achieving the operational goals
- **Director of Land and Security**, responsible for executing the company's security plan, and maintaining the around-the-clock grounds keeping
- **Master Grower**, responsible for all the organic aspects of the Farm from crop scheduling to odor mitigation.
- **Cultivators (6)**
- **General Business Administrative Support**

1. Products

Our core product as an Organic Outdoor Cannabis Farm is T.H.C. and C.B.D flower, with high terpene extracts as a secondary product. Being an outdoor grower allows us to utilize all tops and usable flower as Grade A cannabis. We will be able to produce a wide variety of strains that have proven results in an outdoor farm under the New England climate, and a percentage of our finished products will be biomass which will be used in edibles, oils and topicals.

Our 3 core product tiers are:

- High quality Craft Flowers will be sold as is for retail
- Non-passable Flowers will be sold to labs to produce various extracts
- Biomass will also be sold to labs for extracts and byproducts

We project no less than 2,000 lb in each tier for our starting year, 3,000 in each tier for Year 2 and onward. The total value of each plant is estimated at \$6,250 between all three tiers.

Town Meadow Farm drives to maximize our production yields while maintaining the clean and pure taste products we promise our customers. The three core products from our cultivation – **craft flowers**, **non-passable flowers**, and **biomass** – will enable multiple revenue streams and maximize profits for our business and investors.

1. Marketing

We have consulted with financial experts and Cannabis insiders with a solid understanding of the retail industry to help us establish production goals and sales and marketing strategies. Our goal is to build a brand that our retailers and customers will love and trust. We are determined to deliver an outdoor organic product(s) that are pure and clean and are at a very competitive price. Our farm's large plot and our business's low overhead cost will make this possible.

- We plan to establish a variety stockpile from each cultivation cycle, then sell based on the market demand of products throughout the year. We will only contract with and supplies to the trustworthy third-party license holders.

- We plan to continue working with our trusted financial advisors and Cannabis insiders to achieve our production and sales and marketing goals as we grow our business. Our goal is to grow and win a large percentage of the available market each year within the State of Massachusetts in the next 2 years to further establish our brand and stabilize our business. Specifically, Town Meadow Farm plans to:
 - o Introduce our business by sending introductory letters to all dispensaries within the State of Massachusetts
 - o Advertise in Social Media and Direct Marketing
 - o Promote “word of mouth” strategy to market our brand and reputation
 - o Leverage already-established friends and network within the industry to advocate for us
 - o Enter partnerships with Labs, Dispensaries/Retailers, and any other 3rd parties as necessary to broaden our product outreach
 - o Actively participate CCC meetings and Industry expos where possible

We plan to work towards ensuring all our products are offered at highly competitive price compared to what is available from most Massachusetts Wholesalers and Retailers. This, however, does not mean we have substandard products. We will be able to do so by maintaining a low overhead operation from the get-go of our business. The lower-than-market price may reduce our profit margin during the starting year of our production; however, we believe it will accelerate our sales and quickly establish our brand within the industry.

1. Growth

We envision a steady growth of our business. Our goal is to build a business that will quickly generate significant revenues instead of continuing to depend on financial injections from external sources. We plan a conservative 1st year, but we are confident we will have a much larger “run” starting year 2 of our business.

The plant life and the employee satisfaction will always be at the forefront of our business. The leadership team of the Town Meadow Farm is committed to set a solid foundation and put in place proper structures and processes to ensure a successful business.

Meanwhile, we cultivate an open and inclusive culture toward our employees who we hope to grow with our business professionally. We have established plans to offer employees agricultural and other professional training, and monetary bonuses based on performance and yields.

1. Financial Projections (to be updated)

7.1 Business and Finance Assumptions

A full list of business and financial assumptions can be found with the five-year projections for Town Meadow Farm, as shown below:

7.2 Proforma Statements

- Balance Sheet
- Income Statement
- Cashflow Statement

It is vital to state and act on the ways in which we have decided to raise funds. Our start up Costs will be raised through Equity Fundraising. Our Primary Income will be through the wholesaling of Organic Outdoor Cannabis products.

1. Investment Opportunity – Our Offering (to be updated)

Appendix – Dykas Family Farm History

My name is Lee Dykas, and my wife is Sunnie. We reside on a 141-acre farm located at 124 Green Street Leicester, Ma. I am a fulltime plumbing and heating contractor, and my wife has been a ICU Nurse at Umass University Campus for over 20 years. We have four children. Jacob the oldest is on active duty in the United States Air Force. Nina is 15 and a sophomore at Leicester High School. Elizabeth is 10 years-old and our youngest son Colin is 9.

My Parents Hugh and Phyllis Dykas purchased the farm in 1959. My parents raised 7 children, 6 daughters (Linda, Mary, Patricia, Elizabeth, Theresa, Colleen) and myself. I am the youngest and the only boy. On the farm and we had an incredible childhood. We were taught to work hard and embrace the outdoors the land and the importance of family. My parents where passionate about being a sustainable household. We grew all our own meat and canned all our vegetables. What we didn't grow we often traded for.

My father was a police officer in Leicester, MA for many years along with owning his own businesses. My parents were very creative and entrepreneurial. When my father was on the police department, my parents owned the town ambulance and town school bus service. He was the first, and hopefully the last, Leicester police officer to get shot in the line of duty. On February 17, 1964 my father sustained 3 rounds from a 12-gauge shotgun with #4 bird shot – one shot in the head, two to the back (coincidentally, my birthday is February 17, 1971).

After my father departing from the police department, my parents established the first Ski – Doo and Artic Cat – dealership in central Massachusetts. In conjunction with the snowmobiles, there was John Deere, Husqvarna and Ariens equipment franchises.

Unfortunately, due to the gas crises in the early 70's the business began to suffer, and they sold the franchises and started a specialized long distance, heavy load trucking business. My mother, older sisters and I were left to handle the farm while my father was on long hauls.

When I was 8 years old, I began going cross country in a Kenworth tractor trailer with my father. We would run all over the nation, my most memorable times were in Oklahoma being in a tornado, the Black Hills of the Dakotas, and the never-ending corn fields of Nebraska. My father passed away in 1987 at 52; I was 15.

My family has had a long relationship in the Town of Leicester. Besides my immediate family, my mother was one of 9 children born from Irish immigrants in the town. I believe the cornerstone of our family is the respect and importance of hard work, honor, courage, wisdom, and commitment. These qualities are derived from the lessons from our elders and the experiences as young people and what was expected from us.

As for myself, before graduating high school, I enlisted Marine Corps. After my deployment to the Gulf War in 1991, I attended and graduated from Norwich University (Military School of Vermont). I later joined the Worcester Police Department in 1998.

I purchased the 60-acre family farm from my mother in 1999. For almost a decade we did large scale farming while I was on the police department. We grew Cow Corn, hay, and 400 head of hogs annually on the farm. We were doing fairly well with the pork. We would have our own hogs slaughtered at a USDA slaughterhouse in Stafford Springs, CT. I would then deliver the meat to restaurants in our own refrigerated truck. Unfortunately, due to NAFTA Canada would inject a million hogs into the United States and the price of pork dropped by 50% in 12 hours. Some weeks we would be profitable and other weeks not. Considering the totality of the circumstances I made the economical decision to help solidify the sustainability of our farm and the neighboring dairy farm, the Coopers Farm, by letting them use our farm for corn and hay.

We later purchased an additional 81 acres from an abutter and expanded the farm to 141 acres. After years of work and spending hundreds of thousands of dollars to reclaim tillable ground and pasture the farm is in great shape for future use.

The ability for farms to grow outdoor marijuana will make a significant impact on the sustainability of our farm and other farms around us. The income generated from marijuana will generate enough revenue to guarantee expansion of agriculture and bring local food to local people.

The history of our farm is very unique. It was established between 1760 and 1770 by Isaac Greene and the Greene family. I live on Green Street near Greenville Pond, where there is the Greenville Baptist Church, and the Greenville Street is nearby in the village of Greenville which is part of Leicester.

Isaac and his father Samuel were both surgeons in the Revolutionary War. Their first cousin, General Nathaniel Greene, was the executive officer for George Washington. The history is profound. I don't think there are too many farms that are 251 years old and still in existence.

The purpose of telling the story of my family is to establish the fact that we are a very well-known name in this town. Myself and my siblings have always worked hard and done the right things for other people for decades. I am proud of my parents. I am proud of my siblings. I am extremely proud of my wife and I and our young children and we are proud of the past patriots that have used this land to raise their families centuries ago.

TOWN MEADOW FARMS
RESTRICTION OF ACCESS
TO AGE 21 OR OLDER

TMF will comply with 935 CMR 500 et al, as amended, in order to prevent access to any person under 21 years old, or any other unauthorized person, as well as to protect employees, consumers, and the general public in connection with TMF's marijuana establishment ("ME") operations.

GOAL

TMF intends to:

- reduce the number of incidents where restricted persons gained access to the ME, as well as
- protect employees, consumers, and the general public.

PLAN

TMF cultivation establishment shall be completely surrounded by a security fence with surveillance cameras in accordance with 935 CMR 500.110, and shall limit access to only persons age 21 years or older.

All TMF's employees shall be responsible for following these policies and procedures. As required by law. All TMF employees shall be at least 21 years or older. All TMF employees shall carry on their persons current agent cards issued by the Commission.

At a minimum, TMF shall require:

1. A manager on duty to monitor and record access, entry, stay, and exit to the ME.
 - a. The manager will verify government issued identification for all persons attempting to access the ME.
 - b. The manager will record each person's name, identification card, and time entered into and exited from the ME on a record sheet, which will be with the manager at all times.
2. All employees will show their agent cards upon entering the ME.
- 3.

4. All visitors will show a government issued identification card
 - a. If the visitor has access to the ME, the visitor will sign the record sheet when entering into and exiting from the ME.
 - b. While on the ME premises a visitor must carry a visitor pass at all times and return the visitor pass when exiting.
5. Only designated specific TMF employees shall be authorized to issue any visitor passes.
6. The agent issuing a visitor pass shall positively identify each person entering the establishment using only state or federally issued photo-ID. No person shall be permitted to enter the ME premises before first presenting such ID by a TMF employee who is authorized to issue a visitor pass.
7. Verify the age of the customer using the state or federally issued photo-ID at the point of sales before processing the sales transaction.
8. All visitors to be accompanied by a TMF employee at all times the visitor is on the premises.

MEASUREMENT

TMF will perform spot checks and review records.

- Spot checks: TMF's management will perform spot checks where the Record Sheet and the manager on duty will be reviewed as well as the personnel within the ME.
- Review - Record Sheet: TMF management will review and confirm that Record Sheets will be catalogued and stored each day for weekly, monthly, quarterly, and annual reviews.

TMF will measure the success of this plan using the following metrics:

1. The number of days without incidents where restricted persons gained access;
2. Spot checks - internal audits
3. The managers in charge when incidents occurred.

TOWN MEADOW FARM
FINANCIAL RECORDS
PROCEDURE

MAINTENANCE OF FINANCIAL
RECORDS STANDARD OPERATING
PROCEDURES SUMMARY

GOAL

TMF shall comply with relevant state and local law, including but not limited to 935 CMR 500.105(9), regulating Company records in a manner that does not endanger TMF's proprietary and private information, or public health and safety.

Each Agent of TMF Cultivation Team ("CT") shall be required to follow these policies and procedures.

TMF will meticulously maintain financial records in accordance with generally accepted accounting principles ("GAAP") when appropriate and in a confidential and secure fashion. The documentation and financial record-keeping SOPs will satisfy all statutory compliance requirements and enable TMF to report required information to the Cannabis Control Commission (the "Commission") and maintain complete transparency to anyone with a financial interest in TMF while maintaining privacy and security of proprietary information.

PLAN

As required by 935 CMR 500.105(9), all records will be accessible to the Commission and local law enforcement upon request.

Records will be stored on a secure server in the limited-access security room in the cultivation facility; additionally, records shall be securely backed up on an encrypted remote cloud-based server. A backup will be possible over cellular connections in case of internet failure.

TMF will scan paper documents daily and upload them to the secure servers; all paper records containing sensitive or confidential information will be stored in a limited access area in locked file cabinets. Actions taken by agents to access and/or modify records will be tracked and accessible to management and the Commission.

TMF's inventory control software will keep detailed, encrypted and remotely backed-up records for all aspects of inventory movement, including testing, transport, and distribution.

Written records that are required and are subject to inspection include, but are not necessarily limited to:

1. Inventory records as required by 935 CMR 500.105(8);
2. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
3. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Detailed Profit and Loss statements;
 - c. Monetary transactions;
 - d. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - e. Sales records including the quantity, form, and cost of marijuana products; and
 - f. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with TMF.
4. In the event TMF ceases business operations, TMF shall keep all records for at least two years at the expense of TMF and in a form and location acceptable to the Commission.

TMF shall maintain financial records according to the following timelines:

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent

Annual Audit Records, including work papers and other documents that relate to the audit

7 years after completion of audit

Annual Plans and Budgets	2 years
Bank Statements and Canceled Checks	7 years
Employee Expense Reports	7 years

General Ledgers

Permanent

Interim Financial Statements	7 years
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after the sale of investment

Credit card records (documents showing customer credit card number)

2 years

Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

MEASUREMENT

TMF will measure the success of this plan using the following metrics:

TMF will perform spot checks and review records. TMF will record the number of files properly retained.

1. The number of filing records that match current physical files.
2. The number of files accurately catalogued and stored.
1. The number of documents that have been stored securely and compliantly within the appropriate time frame.

TOWN MEADOW FARM RECORD KEEPING PROCEDURES

TMF shall comply with relevant state and local law, including but not limited to 935 CMR 500.105(9) regulating the maintenance of records in order to accurately track inventory, and necessary operating and business records, to report to the Commission, and to prevent diversion of marijuana and marijuana products as well as to protect the general public in connection with TMF marijuana establishment operations.

Each Agent of TMF shall be required to follow these policies and procedures.

TMF will meticulously maintain records in a confidential and secure fashion. The documentation and record-keeping SOPs will satisfy all statutory compliance requirements and enable TMF to provide our customers with privacy and security. All customer and agent records are considered confidential.

As required by 935 CMR 500.105(9), all records will be accessible to the Cannabis Control Commission (the “Commission”) and local law enforcement upon request.

Records will be stored on a secure server in the limited-access security room in the cultivation facility; additionally, records shall be securely backed up on an encrypted remote cloud-based server. A backup will be possible over cellular connections in case of internet failure.

TMF will scan paper documents daily and upload to the secure servers; all paper records containing sensitive or confidential information will be stored in a limited access area in locked file cabinets. Actions taken by agents to access and/or modify records will be tracked and accessible to management and the Commission.

TMF’s inventory control software will keep detailed, encrypted and remotely backed-up records for all aspects of inventory movement, including testing, transport, and distribution.

The records of TMF shall be maintained in accordance with generally accepted accounting principles.

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

1. Written operating procedures as required by 935 CMR 500.105(1);
2. Inventory records as required by 935 CMR 500.105(8);
3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR

500.105(8)(e);

4. The following personnel records:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with TMF and shall include, at a minimum, the following:
 - i. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. documentation of verification of references;
 - iii. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. documentation of periodic performance evaluations;
 - vi. a record of any disciplinary action taken; and
 - vii. notice of completed responsible vendor and eight-hour related duty training.
 - viii. In accordance with 935 CMR 500.105(2)(b), TMF shall 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 during normal business hours.
 - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with 935 CMR 500.030.
5. TMF shall maintain video surveillance monitoring footage in accordance with 935 CMR 500.110.
6. Pursuant to 935 CMR 500.105(13)(c)1.b., documentation that vehicles used to transport marijuana and/or marijuana products are properly registered, inspected, and insured in the Commonwealth;
7. Pursuant to 935 CMR 500.105(13)(f)5., TMF shall retain all transportation manifests for no less than

one year and make them available to the Commission upon request.
8. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;

- b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 9. Waste disposal records as required under 935 CMR 500.105(12);
 - 10. Pursuant to 935 CMR 500.105(7)(c), TMF shall maintain all documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) for not less than one year or the duration of an open investigation, whichever is longer, and which shall be made available to the Commission and law enforcement authorities acting upon request; and
 - 11. In the event TMF ceases business operations, TMF shall keep all records for at least two years at the expense of TMF and in a form and location acceptable to the Commission.

MEASUREMENT

TMF will perform spot checks and review records. TMF will record the number of files properly retained. TMF will measure the success of this plan using the following metrics:

- 1. The number of filing records that match current physical files.
- 2. The number of files accurately catalogued and stored.
- 3. The number of documents that have been stored securely and compliantly within the appropriate time frame.

TOWN MEADOW FARM EMPLOYEE QUALIFICATION AND TRAINING

TMF has developed a cultivation methodology based on over 30 years of organic and sustainable agricultural experience. TMF shall comply with 935 CMR 500.105 and all applicable laws.

GOAL

TMF goal is:

- to hire qualified individuals with the requisite character traits and
- to train them in this cultivation method to operate in a safe and compliant manner.

All marijuana establishment agents shall complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent (“Agent”), and at a minimum, every Agent shall complete within 90 days of hiring the Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, Agents shall receive eight hours of on-going training annually.

PLAN

Employee Qualifications

TMF intends to hire and train all of the necessary staff for the cultivation facility, including, but not limited to the following:

(1) Master Grower.

The Master Grower is in charge of overseeing the overall grow operation for all indoor, greenhouse, and outdoor cultivation. He/she maintains the environment for the indoor grow container room and trains others to do the job while he/she is away. The Master Grower is responsible for maintaining the schedule and ensuring the method is followed according to specs and protocols as set forth by TMF. The Master Grower shall be responsible for maintaining daily detailed records that document changes in nutrients, environmental conditions, pests, disease, and lighting, for future reference, guidance, and consistency. The Master Grower shall manage and responsible for all day-to- day cultivation operations, including daily monitoring and management for cultivation, nutrition, irrigation, pests, and disease.

TMF prefers but does not require 3 years of industry cultivation experience.

(2) Assistant Grower/Cultivation Supervisor

The Assistant Grower/Cultivation Supervisor oversees the cultivation staff.

He/She acts as head grower whenever the Master Grower is unavailable. He/She is the equivalent of an understudy – he/she must know everything the Master Grower knows, maintain the day to day operations of the cultivation site, and train the remainder of the crew.

(3) Inventory Manager

The Inventory Manager is in charge of keeping an accurate inventory of all cannabis products in the cultivation facility as well as setting up orders for materials and purchasing or selling marijuana and marijuana products.

TMF prefers but does not require inventory experience from another industry, usually food service or retail.

(4) General Cultivation Staff

The General Cultivation Staff (“GCS”) shall be trained to do everything from mixing potting mix, potting plants, cloning, pruning, trellising, harvesting, and watering plants, disposing of waste material, to trimming harvested flower, packaging it for sale, and recording inventory and waste for TMF’s marijuana tracking and reporting system required by the Adult Use Regs.

The GCS is also responsible for preparing raw material for curing. This entails cutting the buds off the branches and getting them ready for the Master Grower to cure.

TMF will look for the following qualifications:

1. Honesty, Integrity, and Growth-mindset.
2. Self-motivated and able to work in a team.
3. Organizational Skills.
4. Ability to perform rigorous and repetitive manual labor.
5. 21 years of age or older.
6. Ability to pass a background check with no prohibited criminal offenses in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority;
7. Suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. However, no one shall be excluded from employment solely on the basis of offenses related to possession of controlled substances under M.G.L. c. 94C Section 34, or an equivalent conviction in another jurisdiction.
8. Some horticulture, gardening, and/or farming experience preferred, but not required.

Training Upon Hiring

1. Orientation to company culture and policies.
2. Diversity
3. Positive Impact Plan
4. Within 90 days of hiring, Responsible Vendor Program as required by 935 CMR 500.105(2)(b).
5. Security and workplace safety training.
6. Record keeping and compliance training.
7. Technical training
 - a. Planting
 - b. Trellising
 - c. Pruning
 - d. Harvesting
 - e. Trimming
 - f. Packaging & inventory
 - g. Waste disposal and Composting plant: health, pest,

disease monitoring On-going Training

8. Annual Responsible Vendor Program as required by 935 CMR 500.105(2)(b) prior to each employee's hiring anniversary date.
9. Quarterly record keeping and compliance training.
10. Quarterly Security training.
11. Quarterly Technical training.
 - a. Soil science and microbiologyNutrient balancing
 - b. Irrigation
 - c. Botany/Horticulture
 - d. Composting

MEASUREMENTS

TMF will measure the success of this plan using the following metrics:

1. The number of completed hours of training.
2. The number and type of completed training sessions.
3. The number of employees that complete the annual skills assessment.

TOWN MEADOW FARM
PERSONNEL POLICIES
BACKGROUND

CHECKS

TMF shall comply with relevant state and local laws, including but not limited to, 935 CMR 500.105, and other applicable law, in order to hire, train, and protect the interests of TMF, its employees, and its customers in a manner consistent with public health and safety.

GOAL

TMF will strive to create a diverse, dynamic workforce with the highest standards of compliance, knowledge, and productivity.

PLAN

TMF shall carefully select each employee based on personal and work history, and TMF shall perform extensive reference checks.

As part of the on-boarding process, Company shall register each new employee as an Establishment Agent (“Agent”) with the Cannabis Control Commission (the “Commission”) and provide each Agent with detailed training and written information as part of the initial training process, including an employee handbook, in both paper and electronic formats.

935 CMR 500.030(1) requires that a Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment. The Commission shall issue a registration card to each individual determined to be suitable for registration. TMF shall fully comply with this policy.

The applicant for an Agent Card shall be:

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

In the process of on-boarding an Agent and applying for the Agent Card, TMF shall obtain the following applicant information and documentation:

- The full name, date of birth, and address of the individual;

All aliases used previously or currently in use by the individual, including maiden name, if any;

A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

An attestation that the individual will not engage in the diversion of marijuana products;

Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

Background information, including, as applicable:

A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;

A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

Any other information required by the Commission.

A Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Policies highlighted in the employee handbook TMF shall provide to each new hire shall include the following:

TMF mission and values

Agent Registration requirements and instructions

MA Adult Use Regulatory compliance guidelines

Standards of conduct

Information on the "Responsible Vendor Program" as required by 935 CMR 500.105(2)(b)

Work attendance and punctuality policies

Protocols for requesting time off and sick days

Standards for attire and personal hygiene

Email/internet usage and monitoring

Social media

Protection of confidential information

Workplace security and safety policies, i.e., security protocols, emergency protocols, zero-tolerance weapons at work policy.

Zero-tolerance workplace drug and alcohol policy, including drug testing policy.

Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

- Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission;

- Violated the zero-tolerance workplace drug and alcohol policy; or

- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Information for employee compensation and benefits

Pursuant to 935 CMR 500.105(1), TMF, under the supervision of TMF's Chief Security Officer and Chief Compliance Officer, TMF shall maintain:

- employee security policies, including personal safety and crime prevention techniques;

- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

- A Zero-tolerance workplace drug and alcohol policy, including drug testing policy.

TMF shall implement Disciplinary protocols, including a policy for the immediate dismissal of any marijuana establishment agent who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

- Engaged in unsafe practices with regard to the operation of the Marijuana Establishment, which shall be reported to the Commission;

- Violated the zero-tolerance workplace drug and alcohol policy; or

- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

In accordance with 935 CMR 500.105(9), TMF shall maintain the following personnel records policy:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with TMF and shall include, at a minimum, the following:

- all materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- documentation of verification of references;

- the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

- documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- documentation of periodic performance evaluations;

- a record of any disciplinary action taken; and

- notice of completed responsible vendor and eight-hour related duty training.

A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

Personnel policies and procedures; and

All background check reports obtained in accordance with 935 CMR 500.030.

TMF's Agent compensation strategy may provide, to the extent possible, living wages, health, vision, and dental insurance, paid vacation and sick time, and matching 401(K).

TMF shall ensure that all personnel policies adhere to Massachusetts and federal labor laws. TMF is an equal opportunity employer, and shall aggressively pursue its written diversity plan and plan to positively impact the community through TMF's hiring and promotion practices.

MEASUREMENT

TMF shall conduct comprehensive, written Agent performance reviews. TMF will measure the success of this plan using the following metrics:

- The number of days without compliance or policies infractions;

- The number of personnel without compliance or policies infractions;

- Achievement score in personnel strength assessments:

 - Technical skills knowledge: Productivity, Knowledge of theory

 - Interpersonal dynamics with Coworkers, Managers, Public

 - Conscientiousness - Attendance and Punctuality

TOWN MEADOW FARM QUALITY CONTROL STANDARD OPERATING PROCEDURES AND TESTING

TMF shall comply with 935 CMR 500.160 and all other applicable state and local laws pertaining to the quality control and testing of marijuana and marijuana products in order to deliver the highest quality product and to protect employees, consumers, and the general public.

GOAL

TMF strives to have the highest nominal amount and highest percentage of high-quality, compliant, and safe adult-use marijuana.

All Agents of TMF shall be required to follow these policies and procedures.

PLAN

TMF will focus its efforts on Quality Control around the following steps:

- Prevention: When TMF first begins cultivating from seeds and clones, agents will provide the best environment, nutrients, and environment to prevent disease and/or contamination.
- Identification: Agents will examine plants twice daily during the ongoing operations and all stages of cultivation. Agents will examine plants for signs of contamination, i.e., mildew, mold, or pests. Company agents will also identify any male plants or signs of stress or disease.
- Testing: TMF agents shall visually inspect marijuana during and after harvest for signs of contamination before transport to the Independent Testing Laboratory (“ITL”). TMF will use MCR Labs and any other ITL licensed for testing Adult Use marijuana and marijuana products to perform testing.
- Isolation and removal: Agents will isolate and remove any plants that are contaminated, diseased, male, or otherwise harmful to the crop.
-

- Destruction: Agents shall destroy them in accordance with storage and waste disposal requirements pursuant to 935 CMR 500.105(11) & (12).

Specifically, in accordance with 935 CMR 500.105(3), TMF shall:

- process the leaves and flowers of the female marijuana plant only, which shall be:
 1. Well cured and generally free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 4. Prepared and handled on food-grade stainless steel tables; and
 5. Packaged in a secure area.
- All Company marijuana establishment agents whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
- All Company marijuana establishment agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 1. Maintaining adequate personal cleanliness; and
 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- 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, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;

- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
- All water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
- Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
- A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

In accordance with 935 CMR 500.160(1) and (2):

- No marijuana product, including marijuana, shall be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories,

except as allowed under 935 CMR 500.000.

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Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH. Testing of environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

- TMF shall notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification shall be from both TMF and the ITL, separately and directly. The notification from TMF shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Subject to ITL testing pursuant to 935 CMR 500.160, Company agents shall package marijuana in accordance with 935 CMR 500.105(6) and 935 CMR 500.105(7) in airtight nitrogen-purged Mylar bags for transport to product manufacturing facilities or to retail marijuana establishments for sale to consumers.

TMF shall dispose of any marijuana that does not meet the 935 CMR 500.160 testing requirements in accordance with 935 CMR 500.105 (12).

MEASUREMENT

Quarterly and annually, TMF will measure the success of this plan using the following metrics:

1. Testing for amounts of :
 - a. Soil pH and nutrient availability,
 - b. Water purity and pH.
 - c. Plant tissue testing for nutrient uptake.
2. The number of pounds that are free from signs of pests, disease, or nutrient deficiency at each stage of the cultivation process;
3. The percentage of pounds that are free from signs pests, disease, or nutrient deficiency at each stage of the cultivation process;
4. The number of pounds that pass the ITL testing;
5. The percentage of pounds that pass the ITL testing;

TOWN MEADOW FARM, LLC, ENERGY EFFICIENCY COMPLIANCE

Energy Efficiency and Conservation Plan¹

Pursuant to 935 CMR 500.120(11), Town Meadow Farm, LLC (“TMF”) shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). A Marijuana Cultivator shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

Pursuant to 935 CMR 500.105 (15) shall consider of the following factors:

Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

By definition, 935 500.02 defines Outdoor cultivation as “the cultivation of mature Cannabis without the use of artificial lighting in the Canopy at any point in time. Artificial lighting is permissible under CCC regulations only to maintain immature or vegetative Mother Plants.” There are many cost-effective opportunities in our Cultivation environment. Employees at our facility will be encouraged to promote and identify energy efficient methods and best practices to support the conservation of all our resources.

¹ Provided in furtherance of our Management and Operation Profile in accordance with 935 CMR 500.101(1)(c)10. and 500.105(15), or 935 CMR 501.101(1)(c)10. and 501.105(15). *The CCC rules and guidance require us to (1) Identify potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities; (2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable; (3) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and (4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.*

This SOP describes how Town Meadow Farm (“TMF”) will reduce its energy and carbon impact, while continuing to operate a thriving business:

TMF will use energy efficient and environmentally friendly products such as:

- installation of motion detecting cameras to conserve on energy when cameras are not needed
- Our own water source will be an artesian well and will provide only what is needed for feeding intake: TMF will install a 3” multi-stage submersible pump designed for domestic water supply.

The pump features soft starting and protection against dry-running, up-thrust, overvoltage, under-voltage, overload and over-temperature. The motor is a one-phase motor of the permanent magnet rotor type ensuring optimum efficiency within a wide load range. The motor is fitted with a replaceable cable plug.

LIQUID:

Pumped liquid:	Water
Maximum liquid temperature:	95 °F
Max liquid temperature at 0.15 m/sec:	95 °F
Selected liquid temperature:	68 °F
Density:	62.29 lb/ft ³

TECHNICAL:

Rated flow:	13.2 US gpm
Rated head:	321.5 ft

ELECTRICAL DATA:

Motor type:	MS3
Power input - P1:	2.32 kW
Rated power - P2:	2.08 HP
Power input P3:	2.8 HP
Main frequency:	60 Hz
Rated voltage:	1 x 200-240 V
Service factor:	2.25
Rated current:	11.2 A
Power factor:	1.00
Rated speed:	10700 rpm

Artisan well submersible pump - 60megahertz, 240volt, 2 horsepower, 11.2 amps

Back up Pump - 60 megahertz, 120volt, 1 horsepower, 6 amps

Energy consumption from our security system and alarm:

The Town Meadow Farm Cultivation site will have a fully integrated physical security information management system installed at their premises. Though the video management platform software, mapping will outline all cameras at the facility and easily allow staff to follow an individual through the facility. All cameras will records to onsite video servers containing 120TB of video storage RAID 5 with redundancy providing 90+ days of video retention.

Energy will also be required for the alarm system that contains a Honeywell Vista alarm panel. The commercial grade panel is made by Honeywell.

Generators:

TMF will use a 16 kilowatt Generak Generator as the backup Power Supply.

In addition TMF intends to:

- Providing a wholesale system that enables paperless receipts with the option of emailing or texting retailers;
- Using non-toxic cleaning products.
- No supplemental lighting
- All organic, locally sourced nutrients

- Consciously identifying recyclable select packaging for wholesale products
- Minimal Electric Input – Security, Irrigation, Workers trailer
- Monitoring of Energy consumption
- Onsite Compost Pad
- Having recycle bins and specially marked recycle baskets in office areas so employees can recycle paper, paper products and other recyclable products

Lighting:

The Leicester Zoning Bylaw (§5.15.02.J.), requiring that “Lighting shall not extend beyond property lines. Artificial lighting from within buildings(s) shall not create light pollution.” Section 5.15.04.C.8.a of the zoning by-law requires the Board to evaluate “character of the neighborhood to include visual compatibility with surrounding areas.” We will not have in our outdoor cultivation area perimeter lighting, motion activated or otherwise.

Our security system does not require lighting to be effective. Other outdoor cultivation site will not use perimeter lighting. However, some of the lights will be used at our outdoor cultivation facility. The first is a Tripod LED portable point of use work light. These come with battery operated lights as well as 120 volt. We anticipate using these if we have to work at night, if necessary. We also intend to use a standard electric water tight 8’ LED, 120 volts work light typically used in garages, barns and greenhouses. These are not a grow light. We anticipate having 10 to 12 of these lights in our greenhouse. Finally, we will have a Farmtech LED wall light, 120 volts. We anticipate having two of these lights in each of our tool sheds and at each gable end of our greenhouse, outside of our cement pad.

As per CCC guidance for outdoor cultivators TMF will be mindful of all other relevant agricultural and environmental protection regulations in place regarding watershed areas, buffer zones, irrigation runoff, erosion control, and soil amendments.

At the Architectural Review stage, and if required, further information will be submitted to demonstrate actual consideration of energy reduction opportunities, including a list of energy reduction opportunities that were considered.

Consideration of opportunities for renewable energy generation, including, where available, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.

Nazareth

May 21,
2021

To Whom It May
Concern,

Our Leicester neighbor, Leon Dykas, owner of Town Meadow Farm reached out to me this afternoon regarding Nazareth's willingness to receive donations should his first-class organic cannabis farm and lab be approved and licensed by the state of Massachusetts. We are happy for our acquaintance and this entrepreneur's endeavors to launch a large scale, outdoor production in this region, growing clean product and creating jobs through his efforts.

Nazareth, as an orphanage, was founded in 1901 by the Sisters of Mercy, whose foundress was Catherine McAuley. We serve a population of boys, ages 6 to 18, that have been removed from extremely abusive/neglectful, unsafe situations that have caused irreparable, life-long trauma. We are a residence with an on grounds, special education school, a day special education program, and a group care home. Our capacity is 28 young boys awaiting forever adoptive homes or family/kin unification. Our professional milieu Team daily address and treat the significant emotional, behavioral, and mental health needs of this special group of youngsters. At Nazareth, we pride ourselves in creating a home where these children can be children, playing and enjoying positive, community-based experiences and enriching their growth and development. For almost 120 years, Nazareth has sought to find the best forever placement for the youth in our care, so they may they grow into young men with bright tomorrows.

As a non-profit 501(c)3 organization, tax ID 042432430, we are most grateful for our patron donors to support the "little extras" beyond our state contracts with the Department of Children and Families. Financial

and in-kind donations support our endeavors for a wide variety of items such as new bed linens/pillows, sports equipment, and trips to the local amusement park. We are unconcerned that the funds we receive are derived from a cannabis growing operation.

We are honored by Mr. Dykas' selecting Nazareth to be the recipient of Town Meadow Farms' charity as there are many local, state, and federal non-profits who rely on community support to execute their mission. Thank you for reviewing this acknowledgement. Feel free to directly contact me if I can be of further assistance in this matter. Sincerely,

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Kim Paré,
M.Ed./CAGS
Executive Director

MCAULEY NAZARETH HOME FOR BOYS

77 MULBERRY STREET • LEICESTER, MA 01524 TEL (508) 892-4886 • FAX (508) 892-9736
naz1901@mcauleynazareth.org .
WWW.NAZARETH-HOME.ORG

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MASS4

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

Letter ID: L1098667648

Notice Date: December 3, 2018 MA Taxpayer ID: 12181413

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mass.gov/dor

CERTIFICATE OF EXEMPTION

(//,J[Ů:////////////////////lululur MCAULEY NAZARETH HOME FOR BOYS IN
77 MULBERRY ST LEICESTER MA 01524-1011
000148

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE

⋮

Form ST-2

VASS

MASSACHUSETTS DEPARTMENT OF REVENUE

Certificate of Exemption

DEPAR

OF REVUE

MA Taxpayer ID: 12181413 Certificate Number: 421349376

MCAULEY NAZARETH HOME FOR BOYS INC 77

MULBERRY ST LEICESTER MA 01524-1011

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

of the purchaser. Misuse of this certificate
ban va

Effective Date: January 4, 2019

Expiration Date: January 3, 2029

received

THE COMMONWEALTH OF MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE

BOSTON, MASSACHUSETTS 02108 MAURA HEALEY

(617) 727-2200 ATTORNEY GENERAL

(617) 727-4765 TTY www.mass.gov/ago

ICTA

MCAULEY NAZARETH HOME FOR BOYS, INC. 77 Mulberry Street Leicester, MA
01524

Certificate for Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Attorney General's Division of Non-Profit Organizations/Public Charities. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

Name of organization :

MCAULEY NAZARETH HOME FOR BOYS, INC. Certificate End Date:

11/15/2019 Attorney General's Account Number: 010537

Issued By

The Division of Non-Profit Organizations/Public Charities

TOWN MEADOW FARM DIVERSITY PLAN

Introduction

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

TMF is currently seeking licensing approval from the Commission for an outdoor tier -11 marijuana cultivation facility to be located in Leicester, MA.

Goals

TMF intends to promote equity and to provide opportunities to qualified female, Veteran and other ethnic or racial minority applicants without regard to race, national origin sex, LGBTQ +, disabilities or gender identities or sexual orientation. TMF will achieve this goal through a targeted outreach to the Leicester and Worcester Veterans Services Offices in order to facilitate and promote employment and career opportunities within TMF. Our goal will be to have a workforce of local women and veterans by the end of the first year of operation.

Our goal is to hire 50% male and 50% female.

-From this pool our goal is to hire:

- 35% Veterans
- 35% Minorities
- 20% Disabled
- 10% LGBT

Currently _100% of TMF’s team is composed of veterans, ethnic minority women and 60% of employees with disabilities.

Programs

TMF has contacted Leicester Veterans Service Officer with regard to employment, and career opportunities available to Veterans at our cultivation facility.

In order to accomplish these employment goals TMF will advertise in June, 2021, in the Worcester Telegram & Gazette and other newspaper, for a job fair to be held at the Knights of Columbus Hall in Leicester, MA, specifically for women and veterans, without regard for race, sex, LBGTQ+, disabilities or gender identities or sexual orientation seeking employment positions in the Massachusetts cannabis industry. Beginning in July, 2021 TMF will also hold an annual informational session at the American Legion Post 2, for local veterans interested in learning more about the opportunities in the Massachusetts cannabis industry including cultivation, transportation, security, marketing and retail operations.

This meeting will be promoted through the Town of Leicester Veterans Services Office. TMF will implement a program in conjunction with the Leicester’s Woman’s Club and the

Town of Leicester Veterans Office designed to help mentor and place qualified women and local veterans, with an interest in the Massachusetts cannabis industry, with other operators within the state seeking team members.

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

Measurements

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

- Review and record, annually, the result of its' goal to comprise 20% of its' team with women and veterans.
- Review and record the number of new women and veteran hires annually.
- Review and record the number of women and veteran attendees at its' annual informational sessions held.
- Review and record the number of women and veteran attendees to the above informational sessions whom have successfully entered the Massachusetts cannabis industry, either with TMF or with another licensed operation.
- TMF will annually measure the success of inter-corporate promotions of its' women and veteran employees.
- The progress of our plan will be documented one year from obtaining a provisional license and every year thereafter

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

