



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Cultivator

#### General Information:

License Number: MC281658

Original Issued Date: 01/21/2020

Issued Date: 01/21/2020

Expiration Date: 01/21/2021

Payment Received: \$20000      Payment Required: \$20000

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Frozen 4, LLC

Federal Tax Identification Number EIN/TIN: [REDACTED]

Phone Number: 617-990-6653  
Email Address: virgaben@gmail.com

Business Address 1: 618 Columbia Road

Business Address 2:

Business City: Dorchester      Business State: MA      Business Zip Code: 02125

Mailing Address 1: 8 Bayridge Lane

Mailing Address 2:

Mailing City: Duxbury      Mailing State: MA      Mailing Zip Code: 02332

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 25.37      Percentage Of Control: 33.33

Role: Executive / Officer      Other Role:

First Name: Benjamin      Middle Name: Charles      Last Name: Virga      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 59.7      Percentage Of Control: 33.33

Role: Executive / Officer      Other Role:

First Name: David      Middle Name:      Last Name: Morgan      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 14.93      Percentage Of Control: 33.33

Role: Executive / Officer      Other Role:

First Name: Lukasz      Middle Name:      Last Name: Marut      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 4

Percentage Of Ownership:      Percentage Of Control:

Role: Director      Other Role:

First Name: Michael      Middle Name:      Last Name: Krobock      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

## ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

### Entity with Direct or Indirect Authority 1

Percentage of Control:      Percentage of Ownership:

Entity Legal Name: Bud & Mary's, LLC      Entity DBA:      DBA  
City:

Entity Description: Capital Resource Entity

Foreign Subsidiary Narrative:

Entity Phone: 617-990-6653      Entity Email: virgabem@gmail.com      Entity Website:

Entity Address 1: 618 Columbia Road      Entity Address 2:

Entity City: Dorchester      Entity State: MA      Entity Zip Code: 02125

Entity Mailing Address 1: 8 Bayridge Lane      Entity Mailing Address 2:

Entity Mailing City: Duxbury

Entity Mailing State: MA

Entity Mailing Zip Code: 02332

**Relationship Description:** Bud and Mary's LLC is a single member, member managed limited liability company. The entity is owned and controlled by David Morgan. Bud & Mary's was established in 2018 for the purpose of making capital contributions to multiple entities in connection with Massachusetts adult use marijuana establishments. Bud & Mary's LLC has no control or ownership in any Massachusetts adult use marijuana establishment and serves solely as a capital contributor.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Bud & Mary's, LLC

Entity DBA:

Email: virgaben@gmail.com

Phone: 617-990-6653

Address 1: 618 Columbia Road

Address 2:

City: Dorchester

State: MA

Zip Code: 02125

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$1 Percentage of Initial Capital: 10

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 130 Myricks Street

Establishment Address 2:

Establishment City: Berkley

Establishment Zip Code: 02779

Approximate square footage of the Establishment: 30000

How many abutters does this property have?: 3

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

Cultivation Tier: Tier 04: 20,001 to 30,000 sq. ft

Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 04: 20,001 to 30,000 sq. ft Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	F4 PLAN TO REMAIN IN COMPLIANCE WITH LOCAL ZONING document for CCC.pdf	pdf	5bcf43eff70a1a0c28f772fa	10/23/2018
Certification of Host Community Agreement	F4 LLC executed HCA CERTIFICATION document for the CCC.pdf	pdf	5c9f6e8c3779161b2a877ccb	03/30/2019
Community Outreach Meeting	F4 LLC signed COMMUNITY OUTREACH ATTESTATION	pdf	5c9f6ea1635d511b347545ed	03/30/2019

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	mrcc letter 2 f4llc for rfi 7 2 19.pdf	pdf	5d1f5efb9c49a009f10bbfbd	07/05/2019
Other	cook family charitable foundation letter to f4llc on the 7 2 19 rfi.pdf	pdf	5d1f5f04bc101905252e5db9	07/05/2019
Plan for Positive Impact	F4LLC Plan 4 Positive Impact for the RFI sent on 8 16 19.pdf	pdf	5d5b06e7816d7b225d1566ab	08/19/2019

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Benjamin

Middle Name: Last Name: Virga Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Lukasz

Middle Name: Last Name: Marut Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: David

Middle Name: Last Name: Morgan Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 4

Role: Director

Other Role:

First Name: Michael

Middle Name: Last Name: Krobock Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Bud & Mary's, LLC

Entity DBA:

Federal Tax Identification Number EIN/TIN:

**Entity Description:** Capital Resource Entity

**Phone:** 617-990-6653

**Email:** virgaben@gmail.com

**Primary Business Address 1:** 618 Columbia Road

**Primary Business Address 2:**

**Primary Business City:** Dorchester

**Primary Business State:**

**Principal Business Zip Code:**

MA

02125

**Additional Information:**

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	8 7 18 LETTER OF GOOD STANDING FOR FROZEN 4 LLC.pdf	pdf	5b9ced9dcea8212d4c7b6bd5	09/15/2018
Articles of Organization	F4 LLC ARTICLES OF ORG document for CCC.pdf	pdf	5bd36b51e18f9d0d7384f4b4	10/26/2018
Department of Revenue - Certificate of Good standing	F4 MA DEPT OF REVENUE document for the CCC.pdf	pdf	5bd36b774088250d697fc328	10/26/2018
Bylaws	F4 LLC copy of the OPERATING AGREEMENT for CCC.pdf	pdf	5c9f6a4b293a5312448edc47	03/30/2019

No documents uploaded

**Massachusetts Business Identification Number:** 001209379

**Doing-Business-As Name:**

**DBA Registration City:**

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	F4 BUSINESS PLAN document for CCC.pdf	pdf	5bce4a4e4253fa0275750414	10/22/2018
Proposed Timeline	F4 PROPOSED TIMELINE document for CCC.pdf	pdf	5bcf42a44253fa02757504e2	10/23/2018
Plan for Liability Insurance	F4 PLAN TO SECURE LIABILITY INSURANCE document for CCC.pdf	pdf	5bcf42a5f70a1a0c28f772f0	10/23/2018

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	F4 INVENTORY PROCEDURES document for CCC.pdf	pdf	5bce4c40a5b0140c1e4ba54d	10/22/2018
Maintaining of financial records	F4 FINANCIAL RECORDS document for CCC.pdf	pdf	5bce4c411cc320027b4b3b31	10/22/2018
Dispensing procedures	F4 DISPENSING PROCEDURES document for CCC copy.pdf	pdf	5bce4c47f2f9f2028f522db1	10/22/2018

Record Keeping procedures	F4 RECORD KEEPING document for CCC.pdf	pdf	5bce4c8c48682102a3cf7699	10/22/2018
Restricting Access to age 21 and older	F4 RESTRICTED ACCESS 21 AND OVER document for CCC.pdf	pdf	5bce4c8e2d28790c5008212e	10/22/2018
Policies and Procedures for cultivating.	F4 CULTIVATION PROCESS document for CCC.pdf	pdf	5bcf4315a5b0140c1e4ba610	10/23/2018
Personnel policies including background checks	F4 PERSONNEL POLICIES document for CCC.pdf	pdf	5bcf4341f2f9f2028f522e78	10/23/2018
Qualifications and training	F4 QUALIFICATIONS AND TRAINING document for CCC.pdf	pdf	5bcf435df747bc02b7d23e60	10/23/2018
Prevention of diversion	F4 DIVERSION document for CCC.pdf	pdf	5bcf438af2f9f2028f522e7c	10/23/2018
Storage of marijuana	F4 STORAGE document for CCC.pdf	pdf	5bcf43a848682102a3cf7778	10/23/2018
Quality control and testing	F4 LLC QUALITY CONTROL document for CCC.pdf	pdf	5c9f6ba93d84de123a615be8	03/30/2019
Security plan	F4 LLC SECURITY PLAN document for the CCC.pdf	pdf	5c9f6bd0d7a931124ee07b79	03/30/2019
Security plan	F4 LLC floor plan for the SECURITY PLAN for the CCC on RFI 3 22 19.pdf	pdf	5c9f6c0c8d16491b5c0fca4c	03/30/2019
Security plan	F4 LLC limited access sign example for the SECURITY PLAN for the CCC on RFI 3 22 19.pdf	pdf	5c9f6c1bc4b7a71b66d173db	03/30/2019
Transportation of marijuana	F4 TRANSPORTATION document for CCC.pdf	pdf	5c9f6c48293a5312448edc4d	03/30/2019
Diversity plan	F4LLC Edited Diversity Plan on 12 9 19.pdf	pdf	5dee85f426aa77532085f19b	12/09/2019

#### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

## HOURS OF OPERATION

<b>Monday From:</b> Open 24 Hours	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> Open 24 Hours	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> Open 24 Hours	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> Open 24 Hours	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Open 24 Hours	<b>Sunday To:</b> Open 24 Hours

**FROM: Frozen 4 LLC**  
**TO: Cannabis Control Commission**  
**DATE: October 19, 2018**  
**RE: Detailed Summary of Business Plan for the Adult Use Marijuana Establishment**

## **BUSINESS PLAN**

### **The Company**

Frozen 4 LLC (“FRZ” or “company”) is a community-based cannabis facility located at 130 Myricks Street in Berkley, Massachusetts. The company was formed in 2016 solely for the purpose of securing local and state permits necessary to establish a marijuana cultivation, processing and packaging facility in Massachusetts. With the adoption of chapter 55 in July 2017, the company now seeks a certificate of registration issued by the Massachusetts Cannabis Control Commission (“CCC”) to allow participation in the adult use market.

FRZ plans to cultivate, process and package products under CCC supervision and in accordance Massachusetts law and 935 CMR 500.000 et seq. The company has secured the necessary local permits from the town of Berkley, and has completed the required local outreach and host community agreement process. FRZ anticipates participation in the adult use market in Q2 2019.

### **The Brand**

All products will be sold under the brand name “Bud and Mary’s.” FRZ has developed the brand, and will assure its use and protection as a premium and recognizable brand for cannabis products throughout Massachusetts.

### **Customers**

The mission of FRZ is to provide high quality cannabis products to adults intending to use the products in a manner consistent with Massachusetts law. FRZ will implement security processes to verify that all customers have achieved the age of 21 years. The company shall focus on customer safety and experience, and will adhere strictly to CCC regulations, as amended from time to time.

### **Management**

Key members of the management team include:

Benjamin C. Virga, CEO  
Lukasz Marut, COO  
David Morgan, CFO  
Michael Krobock, Director of Cultivation & Production  
James Driscoll, Director of Security



**Operations**

FRZ will adopt and maintain standard operating procedures (“SOPs”). The SOPs will conform to Massachusetts law and regulation, and shall control the performance of all FRZ management, visitors, contractors and staff. At least annually, FRZ will review and assess the SOPs, and will revise such SOPs in order to conform company performance to the applicable regulations and industry best practices.

Company operations will occur at 130 Myricks Street in Berkley. The facility shall be comprised of 20,000 sq ft +/-, with co-located cultivation, processing and packaging functionality. The company will offer 20-40 products, ranging from flower to vaper to infused edibles. The facility will feature robust security features, the latest cultivation, processing and packaging equipment, THAR Supercritical CO2 extraction equipment, AEC Corp. pharma-grade packaging handlers, Desert Air and Trane air handling capabilities, highly trained staff, and CCC-compliant security protocols. Hours of operation shall be Sunday thru Saturday 24 hours a day, seven days a week, subject to local approval and consistent with CCC regulation.

**Revenue Projections**

FRZ intends to earn gross sales of \$5.0 million in the adult use market over the course of full calendar year 2020. The company will derive gross sales from the wholesale market, and from controlled retail sales at one or more wholly-owned marijuana retail establishments. The company aspires to increase revenue by five to seven percent per year over the subsequent three years. The company anticipates profitability in Q4 2020.

**Growth Projections**

FRZ intends to pursue a dispensary location within Massachusetts within the next six months. The company intends to secure CCC and municipal approvals for such location in accordance with CCC regulation and the prevailing municipal bylaws.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 19, 2018  
**RE:** Plan for Obtaining Liability Insurance Coverage

**PLAN:**

FRZ will obtain liability insurance in compliance with 935 CMR 500.105(10)(a).

The policy will provide coverage of no less than \$1 million dollars per occurrence and \$2 million dollars aggregate, annually, and product liability coverage for not less than \$1 million per occurrence and \$2 million in aggregate, annually. The deductible shall be no more than \$5,000 per occurrence.

FRZ also anticipates securing D&O liability coverage at prevailing rates. FRZ also anticipates securing commercial auto coverage at prevailing rates, including enhanced coverage for optional bodily injury, for any FRZ vehicles used to transport of product.


FRZ will retain the services of a local insurance agent and legal counsel to review and adjust coverages from time to time to meet the needs of the company, to ensure compliance with CCC regulation, and to adequately protect FRZ's assets, personnel and customers.

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

### Applicant

I, Benjamin C. Virga, (*insert name*) certify as an authorized representative of Frozen 4, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Berkley, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9-25-18 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, George Miller, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Berkley, MA (*insert name of host community*) to certify that the applicant and Berkley, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/25/18 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Benjamin C. Virga, *(insert name)* attest as an authorized representative of Frozen 4, LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 25th, 2018 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 17th, 2018 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on September 20th, 2018 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 14th, 2018 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



PET OF THE WEEK



# Meet Phoebe

## GREATER TAUNTON / STATE

# Parkland shooting survivors to speak at UMass Dartmouth

**DARTMOUTH** — Two survivors of the Parkland school shooting will speak Oct. 17 at UMass Dartmouth in the third annual Rev. Dr. Robert Lawrence Lecture.

David Hogg and Jackin Corin will deliver a talk entitled "Engaging Student Voices: A Focus on Voting, Gun Control, and Anti-Violence." The goal of the lecture is to demonstrate how young people can affect policy through voting, according to a news release.

"We are very excited to be continuing the legacy of Rev. Lawrence's civic leadership by empowering students to be true change agents," said Leduc Center Director Matt Roy in a statement. "Besides preparing our own students to be fully engaged citizens, we are collaborating with area high schools to develop the next generation of civic leaders."

Hogg and Corin were students at the Marjory Stoneman Douglas High



David Hogg, center, a survivor of the school shooting at Marjory Stoneman Douglas High School, in Parkland, Florida, speaks with reporters as Manuel Oliver, left, father of slain Marjory Stoneman Douglas student Joaquin Oliver, and Boston high school student Vikiana Petit-Homme, right, look on before the start of a planned 50-mile march on Aug. 23 in Worcester.



Her owner moved and she could not go. Instead, she moved to a shelter. She did not live with other animals in her previous home. A quiet home is preferred. She has a special adoption fee. For more information, call the Fawn Shelter at 508-822-1462, email [depressionjournal.com](mailto:depressionjournal.com) or visit [www.fawnshelter.com](http://www.fawnshelter.com).

## Cape Cod shark attack victim was engineering student, outdoorsman

WELLFLEET (AP) — A 26-year-old man who was killed in a shark attack off a Cape Cod beach had been a part-time engineering student who was engaged to be married and loved surfing and other outdoor activities, according to friends and school officials.

Arthur Medici, of Revere, Massachusetts, was bitten by a shark Saturday while boogie boarding off Newcomb Hollow Beach in Wellfleet and later died at a hospital. It was the state's first shark attack fatality in more than 80 years and the second attack victim this summer on Cape Cod.

The beach remained closed to swimming Sunday. Flowers were placed at the base of a sign that said "No swimming surfing etc. until further notice," but some people were paddleboarding in the water, the *Boston Herald* reported.

A shark was spotted several miles south of Wellfleet on Sunday, according to the Atlantic White Shark Conservancy.

Medici was a part-time engineering student at Bunker Hill Community College

when a gunman killed 17 students and teachers on Feb. 14. Since the shooting, Hogg, a court and their classmates launched the March for Our Lives and the Never Again



Two signs at the top of the dune at Newcomb Hollow Beach alerted visitors that the beach was closed to swimming Saturday in Wellfleet. A Revere man died after being bitten by a shark off Newcomb Hollow Beach.

He moved to the U.S. from Brazil two years ago to attend college, friends told WCVB-TV.

A GoFundMe page set up by family and friends to cover funeral costs had raised more than \$16,000 as of Sunday afternoon.

"Arthur was a very happy young man," said a posting on the page. "He loved life, he was an active member of a Christian church, devoting his life to the Lord. ... He loved hiking, biking, surfing and various other sports. ... He

MSA anti-violence movement.

The lecture will be at 7 p.m. in the main auditorium at EAPD, 285 Old Westport Road. Parking will

### IN BRIEF

#### Man faces federal child porn charges

BOSTON (AP) — An East Bridgewater man is heading to court to face child pornography charges.

Federal prosecutors say Daniel O'Connor Jr., 57, faces a detention and probable cause hearing today.

O'Connor was arrested Thursday and charged with one count of production/attempted production of child pornography. Authorities say two smart-

phones seized from O'Connor in June contained images of child pornography. Prosecutors say

further review of one phone found chats between O'Connor and an 11-year-old girl in which O'Connor solicits and receives explicit images and videos from the girl.

He was detained over the weekend.

Police seek answers in homicide case

REVERE (AP) — Massachusetts State Police are urging anyone with information about the killing

of a 27-year-old woman whose body was found in the trunk of her car 26 years ago to come forward.

State police say the investigation into the killing of Susan Tarasiewicz remains active.

Tarasiewicz was last seen on Sept. 13, 1992, when she took a break from her job on the baggage ramp for an airline at Logan Airport to go get sandwiches for her co-workers.

Her body was found the next day in the trunk of her car. Her car was parked outside an auto body shop on Lee Burbank Highway in Revere.

### Attachment A

Those will sign the book he co-authored with his sister Lauren, *Never Again: A New Generation Unites the Line*. Books will be available for purchase at the event.

**Cabinet Cures**

**TRANSFORM YOUR KITCHEN IN 5 DAYS OR LESS!**



School said in a statement Sunday. It did not provide any other information about his studies including why he wasn't enrolled in the current semester. The school offered condolences to Alabiet's family and friends.

to help others, even going as far as leading the homeless. "He was happily engaged to a smart, kind-hearted medical student with a bright future," it continued. "Our lives are never going to be the same without him. His

The friend dragged him above, and people on the bench attempted life-saving measures including CPR and applying tourniquets. He was taken to Cape Cod Hospital in Hyannis, where he was pronounced dead.

In accordance with 935 CMR 500.000 et seq., notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 25, 2018 at 7:00pm at the Berkley Middle School at 21 North Main Street, Berkley MA 02779. The proposed cultivation, processing and packaging Marijuana Establishment is anticipated to be located at 130 Myricks Street in Berkley, MA.

There will be an opportunity for the public to ask questions.

For questions please contact the Town Clerks Office;  
1 North Main Street, Berkley MA 02779  
508-822-3348 - Phone  
townclerk.clerk@berkleyma.us - Email

Please note: this meeting is not sponsored by, nor does it reflect any affiliation with, the Berkley Public School System. The parties involved are simply renting space at the Berkley Middle School for this meeting.



- CABINET REFACEING • CABINET REFINISHING
- SHELFGENIE GLIDEOUTS



Locally Owned & Operated • All Work Performed by Full Time Employees

**\$500 OFF**  
Your Kitchen Project  
Lowest offer not to exceed  
Credit to complete within 60 days

**FREE In-Home Consultation**  
**617-910-3845**  
HIC License #165040



**COMMUNITY NEWS  
ADVER800-894-5141 MA**

**\$378.70**

**Sep 14, 2018**

**Business Services - Advertising Services**

**Address**

**COMMUNITY NEWSPAPER ADVERTISING  
254 2ND AVE  
STE 1  
NEEDHAM HEIGHTS  
MA  
02494-2829  
UNITED STATES**

**Transaction Reference Number**

**320182580418564803**



One North Main Street 02779-1336  
Office: 508-824-6794  
Fax: 508-822-4603  
E-mail: [selectmen@berkleyma.us](mailto:selectmen@berkleyma.us)

## TOWN OF BERKLEY

MASSACHUSETTS

### BOARD OF SELECTMEN

## MEETING POSTING

**Tuesday, September 25, 2018**

Berkley Middle School, 21 North Main Street

### SELECTMEN'S AGENDA

**I. Call to Order at 7:00 p.m.:**

**II. Appointments:**

1. The Board of Selectmen will be attending the Community Outreach meeting as part of the Marijuana Host Community Agreement on September 25, 2018 at 7:00pm at the Berkley Middle School located at 21 North Main Street; review of matters presented votes may be taken

**III. Adjournment**

*This agenda is subject to change(s) not anticipated by the Chairman 48 hours in advance.*

9/14/2018

~~Waste Management~~  
~~PO Box 1450~~  
~~Chicago, IL 60690-1450~~

In accordance with 935 CMR 500.000 et seq., notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 25, 2018 at 7:00pm at the Berkley Middle School at 21 North Main Street, Berkley MA 02779. The proposed cultivation, processing and packaging Marijuana Establishment is anticipated to be located at 130 Myricks Street in Berkley, MA.

There will be an opportunity for the public to ask questions.

For questions please contact the Town Clerks Office;  
1 North Main Street, Berkley MA 02779  
508-822-3348 - Phone  
[townclerk.clerk@berkleyma.us](mailto:townclerk.clerk@berkleyma.us) - Email



TOWN OF BERKLEY  
MASSACHUSETTS

OFFICE OF THE ASSESSORS  
1 NORTH MAIN STREET  
BERKLEY, MA 02779

508.822.7955  
Fax # 508-967-7425

APPLICATION FOR CERTIFIED ABUTTERS LIST

NAME: *Luke Marot*

ADDRESS:

TELEPHONE:

SUBJECT LOT

STREET: *130 Myrick St*

NOTIFICATION REQUIREMENTS: *CIRCLE ONE*

Conservation Commission: 100 ft

Telephone Pole Relocation: Direct Abutters  
Above, Below and Across

☒ All other boards and commissions: 300 ft

SPGA: 300 Ft, includes 4 copies of deeds and maps.

I UNDERSTAND AND AGREE TO THE CHARGE OF \$1.25 PER NAME OF LISTED ABUTTERS AND A FEE OF \$15.00 FOR THE LIST RESEARCH. THERE IS ALSO AN ADDITIONAL \$5.00 COPY FEE FOR THE SPGA LIST. PAYMENT MAY BE MADE IN FULL AT THE TIME OF PICK-UP.

SIGNATURE OF APPLICATN:

DATE RECEIVED: *received*  
*SEP 13 2018*

NUMBER OF ABUTTERS:	<i>4</i> @ 1.25	<i>\$5.00</i>
FEE:	\$15.00	<i>15.00</i>
TOTAL		<i>\$20.00</i>

*PL Cash*  
*\$20* *9/13*



### Town of Berkley, MA Abutters Report

300ft. Abutters of property 027/023.0-0004-0000.0  
at 130 MYRICKS ST

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 1/1/2017.

Abutter	Site Address	Property ID	Owner Address
027/023.0-0018-0001.0 EARTHWORKS PROPERTIES, LLC	133 MYRICKS ST	027/023.0-0018-0001.0	EARTHWORKS PROPERTIES, LLC 134 MYRICKS ST BERKLEY, MA 02779
027/023.0-0006-0000.0 WASTE MANAGEMENT	54 COUNTY ST	027/023.0-0006-0000.0	WASTE MANAGEMENT P.O. BOX 1450 CHICAGO, IL 60690-1450
027/023.0-0005-0000.0 SARDINA FAMILY TRUST	128 MYRICKS ST	027/023.0-0005-0000.0	SARDINA FAMILY TRUST 128 MYRICKS ST BERKLEY, MA 02779
027/023.0-0002-0000.0 EARTHWORKS PROP LLC ET AL	134 MYRICKS ST	027/023.0-0002-0000.0	EARTHWORKS PROP LLC ET AL 134 MYRICKS ST BERKLEY, MA 02779

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 17, 2018  
**RE:** Plan to remain compliant with Local Zoning

**PLAN:**

FRZ will establish and operate a cultivation, packaging, processing and wholesaling facility at 130 Myricks Street in Berkley. FRZ will comply with all applicable town regulations and bylaws in doing so. Article 21 of the Berkley bylaws pertains to zoning.

The property located at 130 Myricks Street lies entirely within a GB zone. As set forth in Section 4.B.2 of Article 21, the Berkley zoning bylaw allows FRZ's proposed use in a GB zone. Berkley has not adopted a marijuana bylaw, and has elected to characterize the use as a "warehouse and distribution" use under Section 4.B.2 (7). Prospectively, FRZ will comply with the Berkley town code, state law and 935 CMR 500.000 et seq. in remaining compliant with local zoning. FRZ has met with the selectmen, police chief, fire chief, building inspector and other appropriate department heads to ensure continued compliance. Mr. Virga, Mr. Marut and professionals designated by them will interact with the town, and will be responsible for assuring the FRZ's ongoing compliance.



## 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

[Special Filing Instructions](#)

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0012093791. The exact name of the limited liability company is: FROZEN 4, LLC

## 2a. Location of its principal office:

No. and Street: 8 BAYRIDGE LANE  
City or Town: DUXBURY State: MA Zip: 02332 Country: USA

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

No. and Street: 8 BAYRIDGE LANE  
City or Town: DUXBURY State: MA Zip: 02332 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:

REAL ESTATE INVESTMENT

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

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

Name: BENJAMIN C. VIRGA  
No. and Street: 8 BAYRIDGE LANE  
City or Town: DUXBURY State: MA Zip: 02332 Country: USA

I, BENJAMIN C. VIRGA 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	BENJAMIN C VIRGA	8 BAYRIDGE LANE DUXBURY, MA 02332 USA

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

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

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

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

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of February, 2016,**  
**BENJAMIN C. VIRGA**

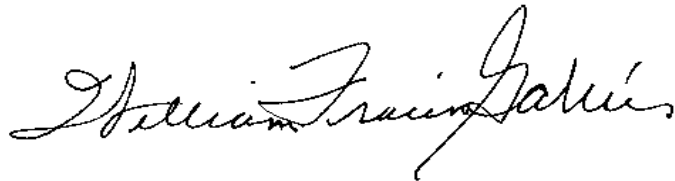
*(The certificate must be signed by the person forming the LLC.)*



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:

February 10, 2016 02:52 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*

**FROZEN 4, LLC**  
**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT of Frozen 4, LLC (the "LLC"), dated as of February 10, 2016 is made by and between Benjamin C. Virga, Luke Marut and David Morgan, all with a business address, c/o Bridgestone Properties, 618 Columbia Road, Dorchester, Massachusetts 02125 (hereinafter collectively the "Members" and each a "Member"). The Members, intending to form a Limited Liability Company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

1. Name of LLC. The name of the LLC is Frozen 4, LLC.
2. Business of LLC; Purposes and Powers.
  - (a) Purpose. The general character of the business of the LLC is to (a) buy, sell, mortgage, hold, lease, develop, and manage real estate and interests therein; (b) to engage in any lawful activities directly or indirectly related or incidental to the foregoing; and (c) to engage in any and all other activities for which a limited liability company may be organized under the Act.
  - (b) Management. The LLC shall be managed by the Managers and the Managers shall have the authority set forth in Section 3 below. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC required to be made by the Members of the LLC as set forth in subsection (c) below shall be made by the Members thereof, by action of all of the Members (except as provided in Section 12 hereof), with each Member entitled to vote that percentage which their capital contribution bears to the total percentage interests held by all of the Members. The voting percentage attributable to each Member is set forth in Schedule A, attached hereto.
  - (c) Action by Members. Without limitation to the foregoing, without the written consent of the Members required under subsection (b) above, the Managers shall not cause the LLC to:
    - (i) take any action which would result in a substantial change in the nature of the Company's business;
    - (ii) admit any additional Member;

- (iii) file any petition for the commencement of any proceedings under the U.S. Bankruptcy Code;
- (iv) make any assignment or trust mortgage arrangements, so called, for the benefit of creditors;
- (v) sell or assign in bulk all or substantially all of the assets of the Company;
- (vi) merge or consolidate with any other company;
- (vii) amend this Agreement;
- (viii) confess a judgment against the Company or execute or deliver any assignment for the benefit of creditors of the Company;
- (ix) enter into any partnership, joint venture or similar arrangement with any person or entity; or
- (x) institute, prosecute or defend any legal action, arbitration proceeding or mediation involving the Company or any of its assets involving amounts in excess of \$200,000.

3. Manager Authority.

The initial Managers will be Benjamin C. Virga, Luke Marut and David Morgan. Except as otherwise specifically stated elsewhere in this Agreement, any action taken by the Managers shall require the concurrence of a majority of the Managers if there are two (2) or more Managers then serving.

The Managers shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC to do the following:

- (i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefore, to mortgage, pledge or otherwise encumber the assets of the LLC;
- (ii) to cause to be paid on or before the due date thereof all amounts due and payable to the LLC to any person or entity;

- (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;
- (iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;
- (vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;
- (vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;
- (viii) to purchase, lease, sell, finance or refinance all or any portion of the LLC's real or personal property; and
- (ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

Any right, power, or authority provided to the Managers whose actions may be relied upon by third parties as having been duly authorized by the Members. Any Manager acting in contravention of this Agreement shall in any event be liable to the Members for any damages or harm resulting therefrom.

Certificates or instruments affecting real estate may be executed by any one Manager or by any one person set forth in the Certificate of Organization or any annual report filed with the Massachusetts Secretary of State office as being able to execute instruments affecting an interest in real estate. Any such certificates or instruments may be relied upon by third parties as set forth in Section 66 of the Act.

The Managers shall not be required to devote their full time to the affairs of the LLC and shall devote such time to the LLC affairs as such Manager in his sole and unrestricted discretion deem necessary to manage and supervise the operations and business of the LLC. Nothing contained in this Agreement shall preclude the employment by the Managers, on behalf of and at the expense of the LLC, of any agent or third party to operate and manage all or any portion of the LLC's real property or to provide any service relating to the business, subject to the control of the Managers. The Managers may, on behalf of the LLC, engage one or more affiliates of the Managers to render services to the LLC, provided that any such engagement shall be upon terms and conditions no less favorable to the LLC than could be obtained from an independent third party. Neither the LLC nor any of the Members shall have, as a consequence of the relationship created hereby, any right in or to any income or profits derived by an affiliate of any Manager from any business arrangements with the LLC which are consistent with this Section.

4. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 618 Columbia Road, Dorchester, MA 02125.

5. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Benjamin C. Virga at 618 Columbia Road, Dorchester, MA 02125.

6. Members' Names and Business Addresses. The names and business addresses of the Members are set forth on Schedule A attached hereto.

7. Term of the LLC.

(a) The term of the LLC commenced on February 10, 2016, upon the filing of a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC as set forth in Section 7(b) below or pursuant to the Act, and subject to the provisions regarding the death or legal incompetence of a Member as set forth in Section 12(a) of this Agreement).

- (b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within ninety (90) days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.

8. Capital Contributions, Capital Accounts and Liability of Members.

- (a) Each Member has contributed to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by all Members.
- (b) Except as otherwise provided in this Section 8, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of his interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.
- (c) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.
- (d) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member shall have any liability to

restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

9. Return of Contributions. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

10. Share of Net Profits, Net Losses and Cash Distributions

- (a) During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion of their respective Capital Accounts. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Managers shall determine.
- (b) Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 8 in proportion to and to the extent of such positive balances. A Member, regardless of the nature of such Member's contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Managers.
- (c) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-J (b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the Members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

- (d) Benjamin C. Virga shall be the "tax matters partner" of the LLC for purposes of the Code.
- (e) No Member shall have any right to distributions respecting such Member's interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

11. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.

- (a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members (subject to Section 12 hereof), and any purported assignment without such consent shall be null and void and of no effect whatsoever.
- (b) No assignee of the interest of a Member may be substituted as a member of the LLC without unanimous written consent of all other Members (subject to Section 12 hereof).
- (c) A Member may not resign from or otherwise terminate such Member's membership in the LLC without the prior approval of all other Members (subject to Section 12 hereof).
- (d) Additional Members may be admitted to the LLC if agreed to by all Members (subject to Section 12 hereof).

12. Death or Legal Incompetence of a Member

- (a) If a Member who is an individual dies, or a court of competent jurisdiction adjudges him to be incompetent to manage his personal affairs or property, his Membership Interest shall pass to his heirs, and upon such transfer or in the event of death, such Membership Interest shall automatically convert into a non-voting Membership Interest in the Company so that the Member's heirs will have the financial benefit of such Membership Interest but have no power to affect the day to day affairs and operation of the Company. The Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purposes of settling his estate or administering his property, including any power under this Agreement, of an assignee to become a member, subject to the immediately preceding sentence about non-voting rights.



- (b) Notwithstanding the provisions of subsection (a) above, upon the death or disability of a Member as set forth and defined in subsection (a) above, the remaining Member or Members, or any additional or new Members designated by said remaining Member or Members, shall have the option to purchase or buy-out the interest of the deceased or incompetent Member, upon purchase for fair market value of said interest, within nine (9) months from the date of death or decree adjudicating any incompetence, subject to an extension of said time period as set forth hereafter. In the event that fair market value cannot be agreed upon, the parties shall submit the issue to arbitration, with one arbitrator chosen by the representative of the deceased or incompetent Member, one arbitrator chosen by the Member or Members who desire to purchase the interest, and one arbitrator chosen by the two previously chosen arbitrators. Said arbitrators shall meet promptly and determine, by majority vote, a fair market value. The Member or Members desiring to purchase shall do so within ninety (90) days of the final determination, which ninety (90) day period may exceed the nine (9) month period stated above. Notwithstanding anything to the contrary contained herein, if the Member(s) do not exercise their rights to purchase under this subsection (b), then the Membership Interests shall transfer pursuant to subsection (a) above.

13. Miscellaneous

- (a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.
- (b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.
- (c) If and when the LLC has any cash receipts or expenses, the Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation (FDIC), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be

received, held and disbursed by the Members for the purposes specified in this Agreement.

- (d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, successor trustees, heirs, personal representatives, executors, and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.
- (e) Subject to Section 12 hereof, no change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- (f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- (g) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.
- (h) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC. This Agreement shall be binding upon and shall inure to the benefit of the Members only, and no third parties (including creditors of the Company) are entitled to enforce the provisions hereof.
- (i) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

- (j) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.
- (k) Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.
- (l) Indemnification.

(a) No Manager or Member shall be liable, responsible or accountable in damages or otherwise to the Company or any Member or other Manager for any act performed or omitted by it as a Manager or Member other than for willful misconduct or fraud. In no event shall a Manager or Member be liable for any indirect, special, punitive or consequential damages arising from a breach of this Agreement, MGL 156C or any other law applicable to it in such capacity.

(b) The Company shall, to the greatest extent permitted by MGL 156C, indemnify and save harmless each Manager or Member from any claims, expenses, loss or damage, including without limitation reasonable attorneys' fees' (collectively the "Costs"), incurred by it by reason of its acting as or being a Manager or Member hereunder. Any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof.

(c) In discharging its duties, a Manager or Member shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements by any of its Members, other Managers or agents, or by any other person, as to matters the Manager or Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

(d) In any case where indemnity is sought in connection with Costs where the Company is named or is otherwise defending such claim, the person seeking to be indemnified shall give notice of the request for indemnification

to the Company and give the Company the opportunity, to the extent reasonably possible, to participate in the defense of the Costs giving rise to the claim for indemnity.

(e) All indemnity payments and reimbursements payable by the Company under this Agreement to a Member or Manager that is indemnified hereunder shall be treated as amounts owed to a creditor of the Company, shall be paid in the ordinary course of business, without regard to whether the Company has cash available for distribution, and shall be paid by the Company *pari passu* with other creditors of the Company but subordinate in all respects to current payments due to any Company lender and prior to making distributions to Members. Any and all indemnities to be provided by the Company under this Agreement shall be made only out of the assets of the Company, and no Member shall be obligated (but shall have the right upon notice to the Company) to contribute to the Capital of the Company to enable the Company to provide such indemnification. Any Capital voluntarily contributed by a Member pursuant to the preceding sentence shall constitute a Capital Contribution or, if approved by the Managers, a loan, which shall be on such terms as shall be reasonably approved by the Managers.

(f) Notwithstanding anything to the contrary in this Agreement (a) no Member shall be personally liable for any debts or losses of the Company beyond the Member's Member Interest in the Company, other than distributions received by a Member as to which, if any, by terms of MGL 156C or this Agreement, such Member is obligated to return and (b) no partner, officer, director, shareholder, manager or member of a Member shall be liable for the obligations of such Member to the Company (or to the other Member) except, if at all, as may be required by non-waivable provisions of applicable law.

(m) Notices. Unless otherwise provided in this Agreement, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of (a) personal delivery to the party to be notified, (b) the next business day after dispatch via nationally recognized overnight courier or (c) confirmation of transmission by facsimile or electronic mail (provided such transmission is also contemporaneously sent via one of the methods specified in clauses (a) or (b)), all addressed to the party to be notified at the address indicated for such party below, or at such other address as such party may designate by ten (10) business days' advance written notice to the

other parties. Notices should be provided in accordance with this Section at the addresses of the Members set forth on Exhibit A hereto.

- (n) Representations. Each Member hereby represents and warrants that its Membership Interest is being acquired for its own account, for investment purposes only and not with a view to offer for sale in connection with the distribution or transfer thereof. Further, each Member is acquiring the Membership Interests for investment for its own account, and not with a view to, or for sale in connection with, any distribution thereof. Each Member (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Membership Interests and is capable of bearing the economic risks of such investment. Each Member is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act. Buyer understands and acknowledges that the Membership Interests have not been registered under the Securities Act, or the securities laws of any state or foreign jurisdiction and, unless so registered, may not be offered, sold, transferred, or otherwise disposed of except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or foreign jurisdiction.

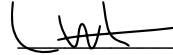
*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, the Members and Managers have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

MANAGERS:



Benjamin C. Virga, Manager



Luke Marut, Manager

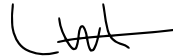


David Morgan, Manager

MEMBERS:



Benjamin C. Virga



Luke Marut



David Morgan

## SCHEDULE A

<b>Name and Addresses of Members</b>	<b>Capital</b>	<b>Percentage of Ownership</b>
Benjamin C. Virga 8 Bayridge Lane Duxbury, MA 02332	\$1,000.00	33.34%
Luke Marut	\$1,000.00	33.33%
David Morgan	\$1,000.00	33.33%

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 25, 2018  
**RE:** MA Department of Revenue

Frozen 4 is a Massachusetts limited liability company created in February 2016. The company was created in anticipation of 935 CMR 500 with the sole intention of applying for an adult use marijuana establishment license. Frozen 4 LLC has not been utilized for any purpose outside of this application since it's creation and therefore has never needed to file taxes within the commonwealth. After extensive conversation with the Massachusetts Department of Revenue and the CCC, it is our understanding that the attached tax compliance status letter from the desk of Edward Coyle Jr. shall serve in lieu of a certificate of good standing.





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

mass.gov/dor

Letter ID: L1933658752  
Notice Date: October 17, 2018  
Case ID: 0-000-595-086



## CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



FROZEN 4 LLC  
100 NORTH ST STE 405  
PITTSFIELD MA 01201-5128

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

We received your request for a Certificate of Good Standing and/or Tax Compliance for FROZEN 4 LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

### ***What if I have questions?***

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

### ***Visit us online!***

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: dn559t

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

August 7, 2018

TO WHOM IT MAY CONCERN:

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

**FROZEN 4, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 10, 2016.**

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 or withdrawal; 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:  
**BENJAMIN C VIRGA**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 17, 2018  
**RE:** Dispensing Procedures

**PLAN:**

FRZ will not be dispensing any product of any kind at any time at the 130 Myricks Street site. Therefore there is no plan needed regarding dispensing procedures with this application.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** December 9, 2019 (REVISED v2)  
**RE:** 935 CMR 500.101 (2)(e)(8)(k) - Summary of Diversity Plan to promote equity among minorities, women, veterans, people with disabilities and all members of the LGBTQ+ community

#### **Diversity Mission**

To encourage the entire community to participate in the Frozen 4, LLC ("F4") mission, and to establish specific, measurable goals to promote equity for the above-listed groups in the operation of F4's proposed Marijuana Establishment.

#### **Vision**

We strive to build a staff that reflects the racial, ethnic and cultural diversity of the community and our country. We will build lasting relationships with people from diverse backgrounds and will aspire to be a leader in promoting inclusion, equity and community engagement. We believe that our commitment to promoting diversity will inspire exceptional employee performance, enhance patient and customer experience and contribute to financial viability.

#### **Five Key Elements**

1. Establish ambitious goals for staff diversity
2. Recruit, hire and retain a diverse staff
3. Increase staff awareness of the importance of inclusion and diversity
4. Conduct continuous outreach designed to engage diverse members of the community
5. Measure engagement and participation against the diversity goals

#### **Plan Summary**

##### **Element No. 1 : Establish Ambitious Goals**

F4 will strive to develop and maintain a diverse pool of candidates for participation in the business of cultivation. Our intent is to build a workforce that is reflective of the demographics of our community. Our workforce will include minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community in numbers at least equal to those present within the community at large, if not more. We will conduct an analysis of the community using public and private resources and will endeavor to improve our understanding of the community.

F4 will establish goals to secure a diverse and qualified group of employees. These goals will include, at a minimum, the following:

- F4 will hire not less than 60 employees within the first 12 months after receipt of its approval to commence operations;

- F4 will assure that not less than 50% of its employees will be diverse, that is, consisting of minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community;
- F4 will count the number of individuals hired who are minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community, and will assess this number from the total number of individuals hired to ensure that at least 50% of all individuals hired fall within this goal;
- F4 will ensure that all of its employees, including minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community, are notified of and encouraged to apply for a promotion should a vacancy occur; and
- F4 will count the number of promotions earned by minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community, and will assess this number from the total number of available promotions to ensure that at least 50% of all individuals promoted fall within this goal.

#### Element No. 2 : Recruit, Hire and Retain a Diverse Staff

In order to attract and retain a diverse staff, the company will engage in the activities listed below:

- F4 has formed a partnership with the Massachusetts Recreational Consumer Council and has provided financial support to this certified non profit. The MRCC and F4 will work together to recruit, hire and train as diverse a staff as possible for all aspects of F4's cannabis business. In addition, F4 will continue to support the MRCC's efforts to assist qualified and approved Social Equity and Economic Empowerment candidates in their mission of helping these applicants address the numerous barriers for entry they face into the Massachusetts cannabis industry.;
- Propose new partnerships with culturally diverse institutions, including the Bristol Community College and Taunton Area School to Career Inc., with a focus on conducting targeted recruiting and hiring initiatives for candidates that will diversify the staff;
- At least 4 times a year (i.e. quarterly), provide specific opportunities for success, including job training, mentoring programs, and opportunities for promotion, provided further that all employees shall be eligible for mentoring and promotional opportunities;
- At least twice a year, offer business-relevant seminars to introduce diverse sectors of the workforce to technical skills (e.g. plant science, cultivation techniques, etc.) and analytical skills (e.g. financial accounting, inventory management, etc.), provided further that such seminars shall be available to not less than 200 individuals per seminar;
- Gather, compile and share demographic data, and reflect on any patterns or trends which appear in the data;
- Host career fairs at least 4 times a year (i.e. quarterly), in underrepresented and minority communities;
- Use online resources such as indeed.com, zip recruiter.com and social media platforms to cast a wide search for diverse employees;

- At least monthly, create and distribute internal workplace newsletters to encourage current employees to recommend individuals that might advance the diversity and business performance objectives of the company;
- Contract with suppliers that demonstrate a commitment to diversity and inclusion; and
- Establish procedures for diversity orientation and annual continuing education for all management and staff;
- Develop a consistent process for identifying, screening and interviewing candidates on issues relating to diversity and equity;
- Analyze exit surveys, and develop recommendations to improve retention and quality of staff;
- Implementation of a process to provide orientation to all new administrators on the topic of diversity/equity; and
- Organize social and networking events each twice a year in an effort to build relationships and increase retention.

#### Element No. 3 : Increase Staff Awareness

In order to increase staff awareness of the importance of inclusion and diversity, the company will:

- Conduct quarterly reviews of the business to search for and remove barriers for people of diverse backgrounds, including all members of the LGBTQ+ community, to ensure they have access to opportunities within the company;
- Develop collaborative workplace processes to provide first-hand experiences;
- Utilize instructional materials aligned to the company's business objectives in order to provide all employees with an understanding of how cultural differences might affect or enhance participation in the workplace;
- Create an environment of trust between management and staff as well as amongst peers and practices within the business;
- Hold an annual employee training to maintain awareness and to continue to promote diversity within the company; and
- Develop a process and procedure to properly document and resolve any matters that may impact the diversity plan.

#### Element No. 4 : Conduct Continuous Outreach

In order to engage diverse members of the community, the company will:

- Encourage community participation in activities sponsored by the company, including community events, street fairs, job fairs, chamber of commerce events and the like;
- Participate in events sponsored by the host community;
- Engage in honest conversation with management and staff on a semiannual basis about issues that impact a diverse population; and

- Use print and electronic communication tools, including web and social media, to share information about the opportunities for employment and participation within the company.

#### Element No. 5 : Measurement

In order to measure outcomes against the diversity goals of the company, F4 will:

- At least annually evaluate the then-current process used for recruiting, hiring and retaining staff to determine whether the diversity plan is still effective;
- Collect and analyze data, including demographic information related to the composition of the workforce, and whether the company's plan is achieving its diversity objectives;
- Measure the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Measure the number of promotions for people falling into the above-referenced demographic groups since initial licensure;
- Measure the number of positions created since initial licensure;
- Measure the number and subject matter of trainings held, and track the number of individuals falling into the above-listed demographics in attendance;
- Document the number and natures of employment outreach and community events and the individuals that attended, and retain copies of any materials distributed at such events;
- Publish such employment data, and at least annually, share that data with management, staff and the CNB; and
- Develop a written plan for continuous improvement.

#### Affirmative Statement

In accordance with the Guidance on Required Positive Impact Plans and Diversity Plans (revised 2/25/19), Frozen 4, LLC affirmatively states as follows: (1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) 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.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 17, 2018  
**RE:** Maintaining Financial Records

**PLAN:**

FRZ has adopted operating policies and procedures to ensure that financial records are accurate and maintained in compliance with 935 CMR 500.000. Financial records shall be maintained using the following principles:

**Revenue**

Any revenues earned by FRZ will be tracked by BioTrackTHC and can be periodically exported to QuickBooks. The CFO or a person working at his direction will provide and monitor all bookkeeping on a day-to-day basis, utilizing a financial tracking software that integrates with BioTrackTHC. FRZ anticipates retaining a separate tax service to handle quarterly and annual tax filings.

On a day-to-day basis BioTrackTHC will track and record all sales from each order and delivery. At the close of business each day, FRZ shall reconcile the daily sales from each order sheet or delivery manifest, and shall record and initial this data into an electronic sales binder supported by BioTrackTHC.

**Confidentiality**

Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the CCC may access this information to carry out its official duties.

**Financial Record-keeping**

FRZ shall adhere to the record keeping requirements set forth at 935 CMR 500.105(9), including the following:

1. Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles;
2. Maintaining a balance sheet reflecting all assets and liabilities;
3. Maintaining a record of all monetary transactions;
4. Maintaining a chart of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;



5. Tracking all compensation paid to each employee, including any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any;
6. Recording all sales to reflect the quantity, form, and cost of marijuana products sold, pursuant to CMR 500.140(6), including:
  - Utilizing BioTrackTHC as approved by the CCC, in consultation with the DOR, and a sales recording module approved by DOR;
  - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements;
  - Maintaining such records that would allow for the CCC and the DOR to audit and examine the books and records in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

FRZ will also separately maintain the following business records: (i) Declarations of insurance coverage and maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); (ii) Records of all fees paid under 935 CMR 500.005 or any other section of the CCC's regulations; and (iii) Records of all fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CCC's regulations.

**TO: Cannabis Control Commission**  
**FROM: Frozen 4 LLC**  
**DATE: October 17, 2018**  
**RE: Summary of Personnel Policies and Procedures**

## **Executive Management**

**Chief Executive Officer:** The CEO shall provide overall leadership and vision for FRZ. The CEO will work with and support the executive management team and employees to ensure that FRZ is setting reasonable business and community benchmarks, achieving its goals and fulfilling its mission. CEO duties shall include the following:

- Develop, oversee and execute a staffing plan and certain hiring protocols;
- Develop and implement personnel policies and procedures;
- Develop protocols to attract, hire, advance, discipline and terminate employees and volunteers as needed to support FRZ's operations;
- Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
- Ensure compliance with all workplace policy laws and requirements;
- Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;
- Prepare and amend from time to time a plan to ensure ongoing compliance with the provisions of 935 CMR 500.101(1)(c)(7);
- Prepare and amend from time to time a set of detailed written operating procedures to ensure ongoing compliance with the provisions of 935 CMR 500.105(1);
- Keep and maintain all FRZ records, and making such records available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
- Working with the executive management team and the GM, to implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
- Ensure that such anti-diversion plan incorporate the use of video monitoring, employee training, written guidance to employees, executive supervision and physical inspection of the premises, among other tactics;
- Working with the executive management team and the GM, to implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
- Ensure that each member of the executive management team shall attest by his signature that he has read and understands the requirements of 935 CMR 500.000 et seq., and shall keep a copy of such attestation within the books and records of FRZ;
- Lead FRZ's interactions with state regulators and municipal officials; and
- Working as the team leader with other executives and employees, to review FRZ's business and community objectives, and implement plans to achieve those objectives.

Chief Cultivation Officer: The CCO shall operate and be responsible for maintenance, staffing and ongoing operation of the cultivation facility. CCO duties shall include the following:

- Implement all policies and procedures relating to the cultivation facility;
- Coordinate all cultivation staff work hours, assignments and collaborations;
- Develop a plan to meet the demands of the business;
- Coordinate repairs and maintenance;
- Supervise and train cultivation employees in an ongoing capacity;
- Provide mandatory training for new cultivation employees;
- Maintain a record of space allocations;
- Work with cultivation staff to promote successful operations in all FRZ cultivation facilities;
- Maintain a database of environmental controls and conditions;
- Provide pesticide control strategies and ensure IPM program effectiveness; and
- Adjust all mechanical systems and cultivation operations for optimum efficiency and production;
- Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160.

Chief Security Officer: The CSO is responsible for implementing security policies and procedures for FRZ. The CSO will maintain, implement, review and amend such policies as required by the business.

CSO duties shall include the following:

- Ensure compliance with all provisions of 935 CMR 500.110;
- Review and ensure proper maintenance of all security apparatus, including physical, human and technological security methods and equipment;
- Interact with state inspectors and municipal law enforcement authorities;
- Train and supervise security staff;
- Develop a plan for educating employees on the strict anti-diversion policy at FRZ;
- Develop, review and supervise the process through which FRZ will report security incidents;
- Prepare reports, in written and electronic form, relative to the maintenance of security at FRZ, and generate any reports required by regulation to be provided to state regulators or law enforcement;
- Maintain current list of all authorized and registered employees working for FRZ;
- Maintain current list of all employees authorized to access designated areas of the facility;
- Lead a working group comprised of the CEO, CCO, CPO and any other designated personnel to ensure that current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of FRZ employees and assets;

- Ensure that all personnel complete and satisfy all background checks requirements prior to performing any FRZ functionality; and
- Provide staffing, shift change and general oversight of security operations.
- In the event of any suspected diversion incident, perform an internal audit, referencing video surveillance, and product tracking software, to locate the time, place and agent involved with the discrepancy, and document and report in accordance with 935 CMR 500.110(1)(m).

Chief Production Officer: The CPO is responsible for handling all post-harvest product. In collaboration with the CCO, CPO duties shall include the following:

- Handling and transporting all harvested plants from cultivation rooms to the trim room;
- Handling, transporting and disposing of all waste material from cultivation rooms;
- Supervision of trim and production capabilities;
- Delegation of tasks to Trim Specialists;
- Ensuring quality control and testing of marijuana infused products in compliance with 935 CMR 500.160;
- Monitoring the status of the dry room and all product in the process of drying;
- Recording wet and dry weight for all product including flowers and trim;
- Overseeing bulk packaging, transfer and storing in product vault;
- Preparation of product for market;
- In collaboration with Inventory Manager and AIAs, develop procedures for inventory management, including electronic tracking and the allocation of physical space, shelves and containers within the premises including inventory protocols in compliance with 935 CMR 500.105(8) and (9); and
- In collaboration with Inventory Manager and AIAs, develop product scheduling to support sales and product development objectives.

Chief Financial Officer: The CFO is responsible for handling all financial aspects of the company, including the following tasks:

- Maintenance of financial records including purchase orders;
- Profit and loss projections;
- Cash management and financial reporting;
- Budget management;
- Payroll funding and management;
- Hiring of tax, accounting, payroll, legal and other professional services;
- Generating reports regarding gross sales, on a daily, monthly and annual basis, in a form and manner determined by the CEO.

## **Employees<sup>1</sup>**

**General Manager:** The GM shall supervise all logistical operations, including the handling, transfer, storage and transportation of products. The GM shall serve as a supervisor to all aspects of the facility. GM duties shall include the following:

- ensure that all equipment, fixture and furniture is in working order;
- ensure that employees comply with all security protocols;
- participate in developing and supervising all logistics, in collaboration with the CEO and other executives and employees, as required by 935 CMR 500.101(1)(c) (7);
- in collaboration with the CEO and other members of the executive management team, assuring that FRZ remain compliant with all general operational requirements as set forth at 935 CMR 500.105; and
- reporting to the CEO and other members of the executive management team with respect to general operations.

**Marijuana Establishment Agent:** EAs participate in a variety of cultivation, production, packaging, and transportation functions. EAs operate under the direction of the General Manager. EA duties shall include the following:

- assuring accurate and efficient use of FRZ's seed-to-sale tracking system in compliance with 935 CMR 500.105(8);
- at the direction of the GM, complete all EA training as required by 935 CMR 500.105(2);
- after packaging for sale and transportation, EAs will be responsible for collecting the selected product from the product storage area and scanning the barcode into the POS system;
- weighing and packaging the product and placing the product into an approved child-resistant package in compliance with 935 CMR 500.105(5);
- generating and affixing a label to the product, and confirming that the label reflects the date, strain name, cannabinoid profile, and all applicable warnings as required by 935 CMR 500.105;
- all EAs must comply with 935 CMR 500.105(3), requirements for safe handling of marijuana.

---

<sup>1</sup> As used in these Personnel Policies and Procedures, the term "employee" shall mean all registered agents, board members, directors, employees, executives, managers and volunteers or associated with any FRZ facility, as further defined at 935 CMR 500.030(1), but shall not include third-party contractors. The pronouns "he" and "his" will refer to persons of both genders.

## Cultivation

Associate Cultivation Agent: ACAs participate in daily cultivation tasks. ACAs operate under the supervision of the CCO. ACA duties shall include the following:

- perform routine maintenance and oversight of cultivation equipment, including tables, lights, HVAC, and irrigation and nutrition systems;
- develop harvest schedules;
- at the direction of the CCO, ACAs supervise Cultivation Specialists in all cultivation tasks, including the application of pesticides;
- monitor, inventory, purchase and store all cultivation supplies and order such supplies as needed; and
- report at the close of business every day to the CCO.

Cultivation Specialist: Cultivation Specialists are responsible for all tasks assigned by the CCO. A Cultivation Specialist shall report directly to CCO, or by designation of the CCO, to ACAs. Responsibilities include, but are not limited to:

- Nutrition, water and irrigation;
- Cleaning and sterilizing;
- Pruning and potting;
- Application of pesticide and pest control;
- Plant and media monitoring for mold and pest;
- Propagation; and
- Table and equipment assembly.

## Security

Associate Security Agent: ASAs monitor FRZ's security systems. ASAs shall perform the following duties:

- Monitor alarm systems, doors, interior and exterior video cameras, motion sensors and related technology;
- Assure that all employees and others accessing the facility have the appropriate credentials and identification;
- Assure that only properly authorized individuals are able to gain access to the facility;
- Lead FRZ's response in the event of fire, theft, intrusion or other threat to health and safety at the facility;
- Respond and investigate security situations and alarm calls;

- Clearly document the incident and details surrounding the incident in a written report for the CSO;
- Monitor all employee entrances to the facility;
- Maintain log books; and
- Provide escorted access as required in restricted areas.

Compliance Specialist: The Compliance Specialist shall administer background checks and suitability determinations for all FRZ employees. Compliance Specialist duties shall include the following:

- In collaboration with the CSO, implementing and administering background checks on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
- In collaboration with the CSO, CCO, CPO, and CEO, uphold the regulations set forth by the commission in 935 CMR 500.000, including routine compliance walk throughs of the facility to be completed not less than once per quarter;
- Reviewing background checks prior to any employee commencing work, and prior to any employee being granted access to any FRZ facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100;
- Registering each employee with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 for purposes of determining suitability;
- For purposes of further ensuring employee suitability, the CSO shall:
  - a. Review any and all conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. Review any and all criminal disqualifying conditions, offenses, and violations, including the crimes of attempt, accessory, conspiracy, and solicitation.
  - c. Where applicable, review all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
  - d. Exclude from consideration any juvenile dispositions as a factor for determining suitability.
  - e. Analyze all background checks to Massachusetts law, including but not limited to 935 CMR 500.800, inclusive of all tables and exhibits.
  - f. Not less frequently than quarterly, consult the Commission for purposes of determining any change of law, regulation or guidance, and to determine any change in recommended best practice.



- g. Administer the FRZ background check protocol, in accordance with Massachusetts law and regulation, and any guidance provided by the CCC from time to time, including 935 CMR 500.802 and related tables.
- h. Determine whether grounds exist for Mandatory Disqualification or Presumptive Negative Suitability Determination and, in the event a Presumptive Negative Suitability Determination is made, FRZ will consider the following factors: (i) time since the incident; (ii) age of the subject at the time of the incident; (iii) nature and specific circumstances of the incident; (iv) sentence imposed and length, if any, of incarceration, if criminal; (v) penalty or discipline imposed, including damages awarded, if civil or administrative; (vi) relationship of offense or incident to nature of work to be performed; (vii) number of offenses or incidents; (viii) whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered; (ix) if criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and (x) any other relevant information, including information submitted by the subject.

Upon finding an adverse determination, a Compliance Specialist shall:

- Report the adverse finding to the CSO immediately;
- Within seven (7) days of such determination, provide the applicant a copy of the background screening report and a final adverse determination letter providing the applicant with instruction relative to the right to dispute the contents of the report and rights to supplement or pursue an appeal to the Suitability Review Commission;
- Document such adverse determination in compliance with all requirements set forth in 935 CMR 500 et seq.; and
- Maintain such determination within FRZ personnel records.

### Inventory

Inventory Manager: At least weekly, the IM shall record an inventory count, and shall report same to the CCO and CEO. Additional IM duties shall include the following:

- Develop and implement comprehensive inventory controls;
- Develop and implement comprehensive reporting policies to meet internal and external reporting requirements;
- Maintain all inventory records;

- Staffing and supervising all AIAs;
- Handle, store, label and track all inventory; and
- Working with the CCO and CSO, implement safe and compliant transportation protocols, including but not limited to compliance with 500.050(5)(a).

Associate Inventory Agents: AIAs support the daily functionality of the Inventory Manager. AIA duties shall include:

- Maintaining all records relating to inventory, including storage, transfer, audit, package, inventory levels and demand, and other records as required by the business;
- Documenting the acquisition, sale, disposal and ending inventory counts on a daily and monthly basis;
- Ensuring that product is properly packaged, stored, labeled, maintained and recorded within FRZ's electronic and physical systems; and
- Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).

### Product Manufacturing

Trim Specialists: Trim Specialists are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Specialists report directly to the CPO and are responsible for:

- Receiving daily tasks from the CPO;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room;
- Cleaning and maintaining scissors and trim machines; and
- Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).

MIP Specialists: MIP Specialists are responsible for producing infused product. MIP Specialists report directly to the CPO and are responsible for:

- Receiving daily tasks from the CPO;
- Designing, developing and producing MIP products with suitable characteristics such as dose, look, feel, taste and texture;
- Extracting marijuana and trim;
- Maintaining and operating all MIP equipment and machinery;
- Storing, curing and packaging MIP products;
- Reporting to the CPO on a daily basis with respect to quality, quantity and expected inventory; and
- Cleaning and maintaining all furniture, fixtures and equipment relating to MIP production.

## **Personnel Records**

Personnel records for each employee will be maintained for at least twenty-four (24) months after employee separation from the company. Personnel records shall include, but not be limited to, the following:

- Job description stating duties, authority, responsibilities, qualifications, and supervision;
- Employment agreement, if any;
- Documents related to employee training, including training regarding privacy and confidentiality requirements, and a signed statement of the employee indicating the date, time, and place of such training;
- Documentation relating to compensation, including a statement of graduated compensation by date and pay rate;
- Performance evaluations;
- Disciplinary records, if any;
- Documents relating to background investigation, including CORI reports; and
- All materials required by the Commission pursuant to 935 CMR 500.030(2).

Personnel records will be kept in a secure location to maintain confidentiality and be accessible only to the CEO, CSO, or designees, all of whom shall be members of the executive management team.

## **Professional Conduct**

### **Standards of Conduct**

FRZ is committed to maintaining an environment conducive to the health and well-being of customers, employees and the community. FRZ shall endeavor to provide a workplace free from harassment, bullying or discrimination. FRZ will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity or any other trait or characteristic protected by law. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to FRZ's values and shall provide grounds for discipline, up to and including termination. FRZ policies shall prohibit any physical or verbal conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an employee's work performance; or
- Adversely affects an employee's employment opportunities.

All FRZ employees shall maintain the highest degree of professional behavior. Harassment or discrimination by or against employees is strictly prohibited, and the CEO shall promptly address any offending conduct.

### **At-Will Employment**

Unless otherwise specified in a signed writing executed by the CEO and the employee, employment at FRZ shall be at-will. The employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Each party reserves the right to end the employment.

### **Workplace Attire**

Workplace attire must be suitable for each specific role and task. The CEO and the executive team shall determine appropriate attire, and shall ensure compliance with all workplace attire requirements.

### **Business Hours**

The entire facility shall be operational 24 hours per day, 365 days per year

Monday:	24 hours
Tuesday:	24 hours
Wednesday:	24 hours
Thursday:	24 hours
Friday:	24 hours

Saturday: 24 hours  
Sunday: 24 hours

Emergency contact information:

Benjamin C. Virga, CEO

Phone: 617-990-6653  
Email: [virgabengmail.com](mailto:virgabengmail.com)

Lukasz Marut, COO

Phone: 857-385-6801  
Email: [lukemarutme.com](mailto:lukemarutme.com)

## **Compensation and Employment Practices**

### **Standard Employment Practices**

FRZ offers competitive wage and benefits packages, and shall develop a workplace culture that values work-life balance, transparent and accessible management, and a work ethic consistent with the cannabis program in Massachusetts.

### **Compensation**

Compensation shall be negotiated on an individual basis. FRZ shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history and other lawful criteria as determined by FRZ. The CEO and the executive management team shall determine compensation rates. FRZ shall at all times comply with applicable state and federal law in determining employee compensation.

### **Compliance with Law and Regulation**

FRZ's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 et. seq., and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality and workplace safety. The executive management team oversees company compliance, and the CEO shall implement company policies and procedures.

### **Work Schedules**

Work schedules shall be part-time or full-time. Schedules will be set and classified according to the demands of the business. FRZ shall develop and implement work schedules that provide necessary duty and personnel coverage. FRZ shall determine work schedules to ensure adequate coverage on a daily basis, and to diminish the likelihood of duplicate staffing or overtime coverage.

### **Performance Reviews**

At least annually, all employees shall receive performance reviews. A written review, in a form determined by the CEO, shall accompany each employee review. Such review shall be signed by the employee, and shall be retained in the personnel files of the company. As determined by the CEO, reviews shall provide a reasonable evaluation of employee performance, and may include scoring metrics, narrative content and other performance methodologies.

### Vacation, Paid Leave and Family Leave Policies

FRZ leave policies will comport with all applicable state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation annually. Leave must be requested at least two weeks in advance and approved by the CEO or designee. FRZ anticipates observing all national holidays, and will elect on an annual basis whether to observe state holidays.

### Disciplinary Policy

FRZ has adopted a disciplinary policy designed to provide a graduated series of corrective actions. This policy, called the “Steps” policy, is intended to improve employee performance, promote the maintenance of a cohesive and productive workplace, and prevent recurring adverse behaviors. In addressing disciplinary matters, FRZ shall apply the steps described below:

#### *Step 1: Individual Advice and Counsel*

A member of the executive management team shall individually discuss the subject conduct with the employee. The executive shall identify the offending conduct, and clearly outline company expectations for resolution.

#### *Step 2: Written Warning*

Within seven (7) days of the discussion described in Step 1, the executive will prepare a document characterizing the discussion, and will provide a copy of the document to the employee. The employee will sign the document, a copy of which FRZ will maintain in the personnel file.

#### *Step 3: Final Written Warning*

Should the offending conduct persist or reoccur, a member of the executive management team will prepare a document characterizing the offending conduct, and will provide a copy of the document to the employee. The document may include witness statements or reference other evidence. The document will state “Final Warning” in prominent text. The employee will sign the document, a copy of which FRZ will maintain in the personnel file. If the executive finds the offending conduct problematic, disruptive and/or harmful, or implicants the health or safety of other employees, the executive may recommend to the CEO that the employee be removed from the workplace. The CEO shall act on any such recommendation within forty-eight (48) hours.

#### Step 4: Termination of Employment

The last step is termination of employment. FRZ reserves the right to terminate if, notwithstanding the steps set forth above, employee conduct fails to comport with FRZ policies and procedures. FRZ reserves the right to terminate without prior notice or disciplinary action. The CEO must approve termination in writing, a copy of which FRZ will maintain in the personnel file.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor shall anything in this policy be construed as modifying or altering the at-will employment relationship established between FRZ and its employees.

#### Conduct Not Subject to “Steps” Disciplinary Policy

Illegal behavior is not subject to the “Steps” policy, and may be reported to local law enforcement. Intoxication, physical harassment, sexual harassment, bullying, theft, misappropriation of intellectual property and like behaviors shall not be subject to the “Steps” policy and may be grounds for immediate termination.

#### Separation of Employment

A separating employee may contact the CEO or other supervising authority to schedule an exit interview. FRZ reserves the right to refuse any such interview. The interview, if any, shall occur on or after the employee’s last day of work.

#### Company Property

A separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return items may result in deductions from final paycheck. An employee may be required to sign a wage deduction authorization form to facilitate the deduction of the cost of unreturned items from the final paycheck.

#### Termination of Employee Benefits

An employee separating from FRZ is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks’ notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

#### COBRA Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. FRZ shall provide information about employee rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) relative to the continuation of health insurance coverage.



**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 19, 2018  
**RE:** Qualifications and Training

**PLAN:**

Employee training is a critical component of FRZ's operation and success. The company's executive team is responsible for the development and execution of the FZN training plan. Pursuant to 935 CMR 500.105(1), training is tailored to the roles, responsibilities and job functions of each Marijuana Establishment agent, and includes at a minimum a Responsible Vendor Program as described under 935 CMR 500.105(2) (b).

No employee or consultant may work on-site prior to receiving required orientation training. No employee or consultant may work on-site if any training module is 8 weeks or more past due. FZN shall maintain records of responsible vendor training program compliance, for each employee, for four years, and shall make such records available to inspection by the Commission upon request during normal business hours.

FZN does not discriminate in hiring or operating decisions. All managers and supervisors must comply with all applicable EEOC and MCAD guidelines when managing personnel issues. All FZN policies and practices are designed to prevent discriminate based on race, color, height or weight, gender, sexual orientation, religious affiliation, marital status, disability or medical condition.

FZN will hire its staff in accordance with a staffing plan reviewed approved by its executive team and the Commission in connection with FZN's final certificate of registration. All executives and officers will disclose education and employment history, as required by the Commission and Massachusetts law, and will continue to update such information from time to time as required by Massachusetts law and regulation.

All Marijuana Establishment agents must be 21 years of age or older, and must satisfy the background and CORI checks required by Massachusetts law and regulation.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** March 22, 2019  
**RE:** Quality Control and Testing Procedures

**PLAN:**

**General Policies**

FRZ intends to provide the Massachusetts cannabis industry with adult use cannabis of the highest quality. FRZ will do so by implementing strict operational controls, maintaining a sanitary and secure environment, and utilizing a commission approved independent testing laboratory.

All areas of the facility at 130 Myricks Street including the cultivation, processing, packaging, transportation bays, and perimeter will be monitored daily for signs of contaminants such as mold, fungus and pests. All areas will be cleaned and maintained to varying degrees on a daily, weekly and monthly basis. If contamination occurs, FRZ staff will remedy the contamination, relying on their individual expertise and on peer support, and executive direction.

FRZ will meet or exceed sanitary guidelines required by 935 CMR 500.160. Staff will use locker rooms to transition into uniforms and store personal belongings before entering the cultivation or processing areas. Upon entering these specific areas, personnel will enter a sanitation chamber equipped with air showers and UV lights to mitigate potential contaminants.

FRZ will ensure that all of the sanitary requirements designated for food handlers shall be met or exceeded as part of company policy. FRZ will ensure that all agents working with edible products adhere to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

FRZ will equip all food handling areas with adequate hand washing facilities to include hot water, sanitizing soap and paper towel dispensers. All food preparation areas will have dedicated hand washing stations and separate but similar washing stations for equipment, utensils and surfaces.

In compliance with 935 CMR 500.105(3)(b)(9) FRZ will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. All surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA). All equipment and utensils utilized by FRZ will be commercial grade and adequately washable.

In compliance with 935 CMR 500.105(3)(b)(4) FRZ will adopt policies to instruct agents on how to move and where to store items during times of maintenance or sanitation. Under no circumstances will agents be permitted to remove items without permission. Under no circumstances will agents be permitted to store equipment, utensils or products on the floor or in any other unauthorized manner.

All of FRZ's storage containers will be light shielding, air tight and secure to protect the finished products and the agents handling them. Storage and transportation of products will always occur under conditions that protect products against physical, chemical, and microbial contamination, as well as against deterioration of finished products or containers. Containers will be monitored for cleanliness and serviced as necessary.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).

### **Structure and Utilities**

FRZ, with the assistance of its building and engineering team, will select interior materials such as; floors, walls and ceilings that promote ease of cleaning and repair. In accordance with 935 CMR 500.105(3)(b)(6), FRZ will keep each area of the facility clean and in good repair.

FRZ's water source will be capable of providing a safe, potable, and adequate supply of water to meet or exceed the needs of the facility. FRZ will ensure that plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility.

Along with the aid of third-party contractors, FRZ will ensure there will be no cross-connections between the potable and waste water lines. FRZ will strive to provide its agents and employees with areas to accommodate day to day needs. These areas may include but not limited to; break rooms, locker area, meeting rooms and readily accessible toilet facilities that are maintained in a sanitary condition and always in good repair.

FRZ will ensure that all procedures related to toxic item identification and disposal are designed to maintain full compliance with 935 CMR 500.105(3)(b)(10).

### **Testing and Labs**

FRZ will utilize a commission approved independent laboratory testing facility. The testing of marijuana products will be performed in accordance with *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. The testing of environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*.

FRZ will adopt standard operating procedures specific to the testing of products and plants. Such procedures will include a plan on how to handle products that have produced a failing test result. That plan will, at a minimum, include the following items: (i) notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and, (ii) disposing of the production batch in accordance with CNB regulations.

In the event that a product or batch fails to meet testing standards, FRZ will make every reasonable effort to ensure that the Independent Testing Laboratory complies with all regulations pertaining to CNB notification. Such notification will also come from FRZ separately and directly. The notification will include a proposed plan of action for both the destruction of

the contaminated product and the assessment of the source of contamination. All excess marijuana will be disposed in compliance with 935 CMR 500.105(12)

FRZ will ensure that no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with standard record keeping procedures, FRZ will maintain the results of all testing for no less than one year.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 17, 2018  
**RE:** Record keeping procedures

**PLAN:**

With guidance from its CEO and COO, FRZ will maintain all records in compliance with 935 CMR 500.105 (8) and (9).

Wholesale and vendor history will be securely stored and updated using BioTrackTHC. Wholesale and vendor documentation received in paper form will be maintained and secured in a limited access area, available only to authorized FRZ personnel.

BioTrackTHC seed-to-sale software will allow appropriate FRZ staff members to reference detailed records regarding current and past cultivation, production and transportation of marijuana or MIPs throughout all phases. BioTrackTHC will accurately and efficiently track and record any additional data relative to production, sale and security.

Employee records will be regularly maintained to satisfy the requirements outlined in 935 CMR 500.105(9)(d). Corporate documents, provisional and final certificates, accounting information and other required documentation, as expressed in 935 CMR 500.105(9)(e) will be securely maintained and available upon request from the CCC.

All digital records will be redundantly backed up to redundant cloud-based encrypted secure servers, thereby ensuring the integrity of FRZ records in the event of a technological failure.

Where necessary, paper documentation will be stored in secure, fireproof cabinets located available only to authorized FRZ personnel.

**FROM:** Frozen 4 LLC  
**TO:** Cannabis Control Commission  
**DATE:** October 17, 2018  
**RE:** Restricting access to people under the age of 21

**PLAN:**

Prior to gaining access to the facility at 130 Myricks Street, individuals must show a photo identification to a camera that is monitored by a security guard to ensure that the individual is over the age of 21 years.

FRZ will also work with city officials, including the police department and the community development board, to assure that no diversion to minors occurs.

FRZ will work with city officials including the police department to ensure that Mass. Gen. Laws Ch. 161 Sec. 95 pertaining to loitering is strictly enforced.

In compliance with 935 CMR 500.105(4)(b)(2-4), FRZ will not market, advertise or brand in a manner that might target or attract individuals under the age of 21 years.

**FROM:** Frozen 4, LLC  
**TO:** Cannabis Control Commission  
**DATE:** August 19, 2019 (REVISED)  
**RE:** 935 CMR 500.105(1)(j):  
Plan to positively impact areas of disproportionate impact

### Summary

Frozen 4, LLC (“F4”) is dedicated to positively impacting communities disproportionately affected by cannabis prohibition and enforcement, including impacted individuals and business enterprises (hereinafter described as “DPI communities”). In particular, F4 believes that marijuana establishments have an obligation, both legal and moral, to make significant contributions to support communities that have historically high rates of arrest, conviction, and incarceration related to marijuana crimes.

### Plan Goals

F4 has adopted a Positive Impact Plan (“Plan”) described herein for the purpose of positively impacting DPI communities. F4 has selected the town of Berkley for its proposed marijuana establishment. While the town of Berkley does not fall within an area of disproportionate impact as defined under 935 CMR 500.101(1)(a)(11), or as described in CNB’s “Guidance for Identifying Areas of Disproportionate Impact” dated April 2018, F4 intends to positively impact the DPI community of Taunton which abuts the town of Berkley. Under the Plan F4 will establish the following goals:

1. Hiring. Prioritize the hiring of local workers, with particular focus on individuals from DPI communities in and around Berkeley and Taunton.
2. Education and Training. Provide cannabis education, industry-specific technical training and mentoring services for individuals facing systemic barriers.
3. Skills and Capital. Reduce financial, capitalization and knowledge-based barriers to entry for individuals and businesses in the commercial adult-use cannabis industry.
4. Non-Profit Support. Support non-profit organizations aligned with F4’s goals of community support and inclusiveness for individuals residing in DPI communities such as Taunton.

### Plan Programs

F4 will adopt not less than four programs designed to meet the goals articulated above. The company will evaluate the programs from time to time, and not less

frequently than annually, to measure the degree to which the programs achieve F4's stated goals.

1. Hiring. F4 shall hire not less than 50% of its employees that are residents of Taunton, and at least half of those shall be residents who have past drug convictions. F4 intends that such employees shall work within all facets and functions of the business. At least 4 times a year (i.e. quarterly), F4 will conduct community service days and participate in charity events within Taunton. We will build relationships with regional chambers of commerce and workforce development agencies, and will align with educational resources such as community college programs in order to identify and hire suitable employees that meet program characteristics. While F4 has not yet executed any articulation or partnership agreement, F4 intends to partner with Bristol Community College-Taunton Center Campus, and to seek qualified students enrolled in the Biology or Sustainable Agriculture programs. With respect to workforce training and charitable events, F4 intends to partner with Taunton Area School to Career Inc., a not-for-profit business and education partnership, and with Bristol - Plymouth Education Foundation of Taunton Inc. Both are charitable organizations based in Taunton, and both have programs aligned with workforce development and emerging markets.
2. Education and Training. F4 will conduct industry-specific job training programs in and around Taunton for individuals expressing interest in the commercial adult-use cannabis industry. F4 intends to make the programs available to any individual that expresses interest. Furthermore, F4 will endeavor to serve not less than 500 individuals annually, and will prioritize participation for those individuals from DPI communities in and around Berkley and Taunton. The programs will feature managers and staff with operational expertise, experts in plant science and agriculture, and people with finance, technology and accounting expertise within the marijuana sector. The program will be designed to provide cultivation, manufacturing, packaging and/or retail expertise to program participants. The program will also seek to raise awareness of educational and employment opportunities within the cannabis sector in Massachusetts. F4 will conduct such seminars at least quarterly for the first two years of operation, and will assess thereafter the nature and frequency of such programs. F4 shall post monthly advertisements in the Taunton Daily Gazette stating that F4 is seeking to employ Massachusetts residents who have past drug convictions.
3. Skills and Capital. At least quarterly, F4 will offer seminars to individuals within the Town of Taunton designed to promote financial literacy in the cannabis sector. Among other things, the programs will be designed to: (i) inform participants in understanding and accessing sources of capital; (ii) educate participants in accounting, finance and technology relating to the cannabis sector; and (iii) offer mentorship opportunities and on-site technical training. In order to effectively communicate with participants, F4 intends to offer small group instruction with attendance of not more than 25 participants



per seminar. Should demand for such seminars exceed 100 individuals per year, Frozen will accommodate such demand by offering up to four additional seminars.

Furthermore, for business enterprises within Taunton that meet reasonable suitability thresholds, F4 will provide debt and/or equity funding to support businesses founded by individuals with limited net worth and limited access to traditional sources of capital.

4. Non-Profit Support. F4 will provide financial assistance to non-profit and community-based organizations within Taunton and other DPI communities. F4 will establish a fund derived from the operation of the business and adopt an application process through which non-profit and community-based organizations can seek funding. F4 will accept at least 20 applications annually. F4 will prioritize applications from human services or economic development organizations such as The Cooke Family Charity Fund and MRCC (see attached letters). F4 intends that, within 12 months from its commencement of operations, F4 will provide non-profit support equal to at least \$200,000 annually.

#### Plan Measurement and Accountability

At least annually, F4 will create a written report that will evaluate the Plan and its success in advancing the goals of the Plan. In accordance with 935 CMR 500.103(4) (a), the report will detail the following:

- (i) employment impacts;
- (ii) the number of individuals hired who have past drug convictions and the date of hiring for each such individual;
- (iii) number and subject matter of education and training events and seminars conducted;
- (iv) number of individuals and businesses that participated in such events;
- (v) number and nature of mentorship relationships;
- (vi) aggregate data demonstrating the financial impacts of the Plan, including payroll, health care, tax, non-profit contribution, equity and debt performance; and demographic data reflecting specific positive impacts of the Plan on Taunton.

F4 shall post the report on its website and shall share the report with CNB and the community in a manner consistent with CNB regulation and Massachusetts law.

#### Affirmative Statement

In accordance with the Guidance on Required Positive Impact Plans and Diversity Plans (revised 2/25/19), F4 affirmatively states as follows:

(1) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and (2) 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.