



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282137
Original Issued Date: 06/09/2020
Issued Date: 06/09/2020
Expiration Date: 06/09/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Glacier Rock Farm, Inc.

Phone Number: 860-634-7102 Email Address: glacierrockfarminc@gmail.com

Business Address 1: c/o Stage Road Holdings, LLC Business Address 2: 1 Monarch Place, Suite 310

Business City: Springfield Business State: MA Business Zip Code: 01144

Mailing Address 1: c/o Stage Road Holdings, LLC Mailing Address 2: 1 Monarch Place, Suite 310

Mailing City: Springfield Mailing State: MA Mailing Zip Code: 01144

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: N/A

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role: Owner, Director on the 3-Member Board of Directors, President, CEO

First Name: Robert	Last Name: Levitt	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: 25	Percentage Of Control: 25	
Role: Owner / Partner	Other Role: Owner, Director on the 3-Member Board of Directors, Treasurer, CFO, Capital Contributor	
First Name: Timothy	Last Name: Kenefick	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: 25	Percentage Of Control: 25	
Role: Owner / Partner	Other Role: Owner, Director on the 3-Member Board of Directors, Secretary, COO, Capital Contributor	
First Name: Roy	Last Name: Szymkowicz	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: Executive / Officer	Other Role: Vice President	
First Name: Ryan	Last Name: Levitt	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

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Roy	Last Name: Szymkowicz	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$46000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Timothy	Last Name: Kenefick	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$46000	Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 506 Stage Road (Parcel ID: 24-2)

Establishment Address 2:

Establishment City: Cummington

Establishment Zip Code: 01026

Approximate square footage of the Establishment: 35000

How many abutters does this property have?: 17

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

Cultivation Environment:

Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	GRF - Cummington HCA Certification Form (exec).pdf	pdf	5d0bb974fe6a8617e208ff90	06/20/2019
Plan to Remain Compliant with Local Zoning	Glacier Rock Farm - Plan to Remain Compliant with Local Zoning R.pdf	pdf	5d0bb9b31dae681319ceba18	06/20/2019
Community Outreach Meeting Documentation	GRF - Cummington Community-Outreach-Meeting-Attestation Documentation.pdf	pdf	5d0bba4facc50017edd63c9b	06/20/2019

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
Plan for Positive Impact	Glacier Rock Farm _ Plan for Positive Impact (UPDATED 03.16.2020).pdf	pdf	5e6fa4c6f0445c357cb0364e	03/16/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Date generated: 12/03/2020

Individual Background Information 1

Role: Owner / Partner **Other Role:** Owner, Director, President, CEO
First Name: Robert **Last Name:** Levitt **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:** Owner, Director, Treasurer, CFO, Capital Contributor
First Name: Timothy **Last Name:** Kenefick **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Owner / Partner **Other Role:** Owner, Director, Secretary, COO, Capital Contributor
First Name: Roy **Last Name:** Szymkowicz **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Executive / Officer **Other Role:** Vice President
First Name: Ryan **Last Name:** Levitt **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	GRF - Certificate of Good Standing from DOR (5.10.19).pdf	pdf	5d0bc87f50e7af1803c20b71	06/20/2019
Secretary of Commonwealth - Certificate of Good Standing	Glacier Rock Farm_SoC Cert of Good Standing_4.30.19 (1).pdf	pdf	5d0bc891c70e2b132b31695e	06/20/2019
Bylaws	Glacier Rock Farm - Corporate Bylaws (exec).pdf	pdf	5d0bc8ae748dc71348c39d5b	06/20/2019
Articles of Organization	Glacier Rock Farm _Articles of Organization.pdf	pdf	5d0bc8cbacc50017edd63ce2	06/20/2019

No documents uploaded

Massachusetts Business Identification Number: 001378869

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Glacier Rock Farm - Plan for Obtaining Liability Insurance R.pdf	pdf	5d0bca79fe6a8617e208ffdd	06/20/2019
Business Plan	Glacier Rock Farm - Business Plan.pdf	pdf	5d0cfb6d13edb917cc1fec05	06/21/2019
Proposed Timeline	Proposed Timeline_Cultivation (UPDATED 3.16.20).pdf	pdf	5e6fa62c5f1da0353e2af159	03/16/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Glacier Rock Farm - Cultivation Policies and Procedures R.pdf	pdf	5d0bc9f9fe6a8617e208ffe7	06/20/2019
Separating recreational from medical operations, if applicable	Glacier Rock Farm - Plan for Separating Medical and Adult Use Operations R.pdf	pdf	5d0bcb3b13edb917cc1fe9b5	06/20/2019
Restricting Access to age 21 and older	Glacier Rock Farm - Plan for Restricting Access to Age 21 and Older R.pdf	pdf	5d0bcb6564ca8317f4fcca64	06/20/2019
Security plan	Glacier Rock Farm - Security Plan R.pdf	pdf	5d0bcb95acc50017edd63cf6	06/20/2019
Prevention of diversion	Glacier Rock Farm - Prevention of Diversion R.pdf	pdf	5d0bcbdc1dae681319ceba60	06/20/2019
Storage of marijuana	Glacier Rock Farm - Storage of Marijuana R.pdf	pdf	5d0bcc2c624ce5135e9278d1	06/20/2019
Transportation of marijuana	Glacier Rock Farm - Transportation of Marijuana R.pdf	pdf	5d0bcc8e722cea17c12622ee	06/20/2019
Quality control and testing	Glacier Rock Farm - Quality Control and Testing R.pdf	pdf	5d0bcce4c70e2b132b316974	06/20/2019
Dispensing procedures	Glacier Rock Farm - Dispensing Procedures R.pdf	pdf	5d0bcd1413edb917cc1fe9bf	06/20/2019
Record Keeping procedures	Glacier Rock Farm - Recordkeeping Procedures R.pdf	pdf	5d0bcdd0748dc71348c39d6b	06/20/2019
Maintaining of financial records	Glacier Rock Farm - Maintaining of Financial Records R.pdf	pdf	5d0bce10622b7c1357f72bed	06/20/2019
Qualifications and training	Glacier Rock Farm - Qualifications and Training R.pdf	pdf	5d0bce7a33099617d794671b	06/20/2019
Inventory procedures	Glacier Rock Farm - Inventory Procedures.pdf	pdf	5d0cfb93acc50017edd63f29	06/21/2019
Diversity plan	Glacier Rock Farm_Diversity Plan (UPDATED 03.13.20).pdf	pdf	5e6b9215f0445c357cb03033	03/13/2020
Personnel policies including background checks	Glacier Rock Farm _ Personnel Policies (UPDATED 03.16.2020).pdf	pdf	5e6fa9deb7c619391b8b599d	03/16/2020

ATTESTATIONS

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

Commission.: I Agree

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

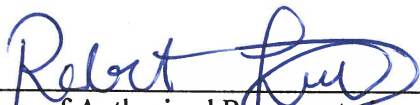
Monday From: 8:00 AM	Monday To: 10:00 PM
Tuesday From: 8:00 AM	Tuesday To: 10:00 PM
Wednesday From: 8:00 AM	Wednesday To: 10:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:00 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 10:00 PM

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

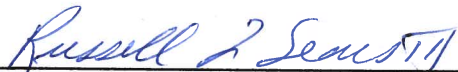
I, Robert Levitt, (insert name) certify as an authorized representative of Glacier Rock Farm, INC (insert name of applicant) that the applicant has executed a host community agreement with Commington, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 4.18.19 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Russell 2 Sears Jr, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Commington (insert name of host community) to certify that the applicant and Commington (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/18/19 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Glacier Rock Farm, Inc. (“Glacier Rock Farm”) will remain compliant at all times with the local zoning requirements set forth in the Town of Cummington’s Zoning Bylaw. In accordance with the Zoning Bylaw amendment approved at Special Town Meeting in May 2019, Glacier Rock Farm’s Cultivation and Product Manufacturing Establishment proposed to be located at 506 Stage Road is located in the Rural Residential (RR) Zoning District designated for adult use marijuana establishments.

In compliance with the Zoning Bylaw and the Commission’s regulations, the proposed facility is not located on a parcel within 300 feet of a parcel occupied by a pre-existing public or private school providing education in kindergarten or any of grades 1-12 and/or any public or private child care facility or any other location where children congregate.

Glacier Rock Farm will apply for a Special Permit and Site Plan Approval from the Zoning Board of Appeals and will comply with all conditions and standards set forth in any local permit required to operate a Cultivation and Product Manufacturing facility at the proposed location.

Glacier Rock Farm has already attended several meetings with various municipal officials to discuss its plans for a proposed Cultivation and Product Manufacturing facility and has executed a Host Community Agreement with the Town. Glacier Rock Farm will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Glacier Rock Farm has also retained the law firm Vicente Sederberg LLP to assist with ongoing compliance with local zoning requirements.

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, Robert Levitt, (*insert name*) attest as an authorized representative of Glacier Rock Farm, Inc. (*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 May 29, 2019 (*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 May 20, 2019 (*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 May 20, 2019 (*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 May 16, 2019 (*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.



shelter
is the foundation for
a family's strength
and stability.

To learn more or to find the
local Habitat serving your
community, visit habitat.org.



EMPLOYMENT

Help Wanted

TWIN OAKS FARM, HADLEY, MA needs 2 temporary workers 5/24/2019 to 11/22/2019, work tools, supplies, equipment provided without cost to worker. Housing will be available without cost to workers who cannot reasonably return to their permanent residence at the end of the work day. Transportation reimbursement and subsistence is provided upon completion of 15 days or 50% of the work contract. Work is guaranteed for 3/4 of the workdays during the contract period. Workers not required to work extra hours offered. \$13.25 per hr or applicable piece rate. Applicants apply at, Franklin/Hampshire Career Center, One Arch Place, Greenfield, MA. 01301 T-413-774-4361 or apply for the job at the nearest local office of the SWA. Job order #11869799. 1 month agricultural experience required. Outdoor work in various weather conditions. Must lift to 50 lbs. plants, cultivates and harvests vegetables. Includes hand and machine work including set-up and movement of irrigation equipment. Will be in a bending or stooping position for harvesting vegetables. Includes ability to operate farm machinery and ability to be able to give, receive and understand instructions. Also includes other related duties when specified.

Jobs Wanted

Are you a PCA or independent home health aide? Our readers are looking for you! Get the word out with our Business Card Flyer.

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413-586-1700

MERCHANDISE

Antiques

LOU FARRICK wants antiques, estates, furniture, toys Cash. 535-9783, 584-9486



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Tag Sale

Daily Hampshire
Gazette
Tag Sale

Call 413-586-1700
or visit gazettenet.com
to place your ad today.

Full Time

Magic Wings Butterfly Conservatory seeks new members for our team. If you are motivated and have a good work ethic, we may have a place for you. We are interviewing for positions in our conservatory, food court, gift shop and maintenance department.

Please pick up an application in our gift shop any day 9-5.
281 Greenfield Rd.,
South Deerfield, MA



Part Time

Daily Hampshire Gazette
Nighttime Part-time distribution room crew member, 3rd shift. Up to 28 hrs. Must be able to lift 50 lbs. Must be comfortable working on feet for long periods. Must be comfortable working with machinery; will train the right candidate. Apply in person at Gazette offices 115 Conz St., Northampton. No phone calls please.

REAL ESTATE FOR RENT

Office Space

DOWNTOWN NORTHAMPTON 156 SF \$530/MO Newly constructed office with hardwood floors, 12' high ceilings and window. Shared waiting area, kitchen and private bath, central air with individual temperature controls and high-speed private internet. Utilities included. (413) 650-6025 rmm@hpmgnoho.com

Rental Agencies

Free Landlord Service
www.RentNoho.com 582-0300

Legals

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 18CP0007GF, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Franklin/Hampshire County Juvenile Court, 43 Hope Street, Greenfield, MA 01301

TO: Father of Serenity Rose Searle (d.o.b. 3/23/17) born to Bridget Marie Searle in Northampton, MA: A petition has been presented to this court by DCF Greenfield Office, seeking, as to the following child, Serenity Searle, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition. You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: 06/17/2019 at 09:00 AM Other Hearing. You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter. For further information call the Office of the Clerk-Magistrate at 413-775-0014. WITNESS: Hon. Charles S. Belsky, FIRST JUSTICE Christopher D. Reavey, Clerk-Magistrate, DATE ISSUED: 05/08/2019 May 10, 13, 20 28

CITATION ON PETITION TO CHANGE NAME Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 33 King Street, Suite 3 Northampton, MA 01060 (413)586-8500 Docket No. HS190056CA

In the matter of: Victoria Vitale Louder, a Petition to Change Name of Adult has been filed by Victoria Vitale Louder, of Amherst, MA requesting that the court enter a Decree changing their name to: Victoria Lynne Vitale

IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 6/19/19. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding. WITNESS, Hon. Linda S. Fidnick, First Justice of this Court. Date: May 10, 2019 Michael J. Carey Register of Probate May 20 28611

CITATION ON PETITION TO CHANGE NAME Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 33 King Street, Suite 3 Northampton, MA 01060 (413)586-8500 Docket No. HS190061CA

In the matter of: Zoe Grace Belew, a Petition to Change Name of Adult has been filed by Zoe Grace Belew of Northampton, MA requesting that the court enter a Decree changing their name to: Zander Michael Grace

IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 6/19/19. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding. WITNESS, Hon. Linda S. Fidnick, First Justice of this Court. Date: May 16, 2019 Michael J. Carey Register of Probate May 20 28655

CITY OF NORTHAMPTON LICENSE COMMISSION

The following application for a New Annual On-Premises Farmer Series Pouring Permit is hereby advertised in accordance with Chapter 138, General Laws, Commonwealth of Massachusetts. Application has been made by Artifact, LLC d/b/a Artifact Cider for a new annual on-premises farmer series pouring permit, said licensed

Fast Action Ads

Due to system issues, some Fast Action Ads may appear twice in print, or not at all. If you would like to place a Fast Action ad in the paper, please email it to classifieds@gazettenet.com.

If you placed an ad online and do not see it in the paper, please email classifieds@gazettenet.com and we will see that your ad goes into print for the full run.

We thank you for your understanding as we rectify the situation.

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Mark D. Medaugh to Mortgage Electronic Registration Systems, Inc., as nominee for Avelo Mortgage, LLC, dated December 22, 2008 and recorded in the Hampshire County Registry of Deeds in Book 9676, Page 118, as modified by a certain modification agreement dated January 15, 2013, and recorded with said Hampshire County Registry of Deeds in Book 11271, Page 168, of which mortgage the undersigned is the present holder, by assignment from: Mortgage Electronic Registration Systems, Inc. to Wells Fargo Bank, N.A., recorded on August 24, 2009, in Book No. 9942, at Page 127 Mortgage Electronic Registration Systems, Inc., as nominee for Avelo Mortgage, LLC to Wells Fargo Bank, NA, recorded on May 12, 2011, in Book No. 10546, at Page 321 for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 1:00 PM on July 9, 2019, on the mortgaged premises located at 222 Audubon Road, Leeds (Northampton), Hampshire County, Massachusetts, all and singular the premises described in said mortgage, TO WIT: The land with improvements thereon in Leeds (Northampton), Hampshire County, Massachusetts, more particularly bounded and described as follows: A certain tract or parcel of land with the buildings thereon situate on the Southwesterly side of Audubon Road, in the Village of Leeds, in Northampton, County of Hampshire, Massachusetts, and being designated as Lot #7 on a Plan entitled & Plan Showing Proposed Subdivision of Land in Northampton, Mass. Belonging to the Meadow Trust Co. dated August, 1956, by Gordon E. Ainsworth, R.D.S., recorded in the Hampshire County Registry of Deeds Plan Book 49, Page 51. Being the same parcel conveyed to Mark D. Medaugh and Cynthia Crosby from Gerald C. Law and Maureen T. McKnight, by virtue of a Deed dated 06/18/2007, recorded 06/29/2007, in Deed Book 9184, Page 147, as County of Hampshire, State of Massachusetts. Assessor's Parcel No: 010-008-001 For mortgagor's(s') title see deed recorded with Hampshire County Registry of Deeds in Book 9184, Page 147. These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed. TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale. WELLS FARGO BANK, NA Present holder of said mortgage By its Attorneys, HARMON LAW OFFICES, P.C. 150 California St. Newton, MA 02458 (617)558-0500 15431

28146

May 20, 27
June 3

Legals

premises situated at 34 N. Maple St., Florence, MA. BY ORDER OF THE LICENSE COMMISSION, hearing to be held on Wednesday, June 5, 2019, at 4:00 p.m. in City Council Chambers, Municipal Building, 212 Main Street, Northampton, MA.

Brian Campedelli
Chairman

28642

May 20

NOTICE OF COMMUNITY OUTREACH MEETING

GLACIER ROCK FARM, INC.

Notice is hereby given that Glacier Rock Farm, Inc. will hold a Community Outreach Meeting on May 29, 2019 at the Community House, 33 Main Street, Cummington, MA 01026 at 7:00 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 0 Stage Road, Cummington (Parcel ID: 024.0-0002-0000.0) in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Topics to be discussed at the meeting will include, but not be limited to: 1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address; 2. Plans for maintaining a secure facility; 3. Plans to prevent diversion to minors; 4. Plans to positively impact the community; and 5. Plans to ensure the establishment will not constitute a nuisance to the community.

28585

May 20

READERS BEWARE

On occasion ads that run in our newspaper may require an initial investment, such as "Work At Home" ads. We do try to screen ads; however, please thoroughly investigate the situation before sending any money or giving out your credit card numbers, as you do so at your own risk! Also be aware that ads that have a 900 telephone is an "extra charge (per minute) call". While 800 telephone numbers cost nothing to call, they may refer you to a 900 number with a charge per minute. So please be careful!



YOU MADE YOUR HOME A REALITY. YOU CAN DO THE SAME FOR YOUR RETIREMENT.

GET ON TRACK WITH TIPS AT
AceYourRetirement.org

When life throws you a financial challenge, you've proven you have what it takes to ace it. Now it's time to tackle your retirement savings at AceYourRetirement.org

From: [Zaira Emry](#)
To: clerk@cummington-ma.gov; selectboard@cummington-ma.gov; planning@cummington-ma.gov; zba@cummington-ma.gov
Cc: [David Ullian](#); [Rebecca Rutenberg](#)
Subject: Notice of Community Outreach Meeting - Glacier Rock Farm, Inc. - 5/29/19 @7:00PM
Date: Monday, May 20, 2019 5:05:06 PM
Attachments: [Glacier Rock - Outreach Notice.pdf](#)

Good afternoon,

Attached please find notification of Glacier Rock Farm, Inc.'s ("Glacier Rock") Community Outreach Meeting scheduled for Wednesday, May 29, 2019. The meeting will be held at the Community Meeting House, 33 Main Street, Cummington, MA at 7:00 PM to discuss Glacier Rock's proposed Marijuana Cultivator and Product Manufacturing establishment to be located at 0 Stage Road (Parcel ID: 024.0-0002-0000.0). If you have any questions, please feel free to contact our office. Kindly confirm receipt, thank you

Zaira Emry
Paralegal

Vicente Sederberg LLP
2 Seaport Ln., 11th Floor
Boston, MA 02210
(617) 934-2121
z.emry@VicenteSederberg.com
VicenteSederberg.com

**NOTICE OF COMMUNITY OUTREACH MEETING
GLACIER ROCK FARM, INC.**

Notice is hereby given that Glacier Rock Farm, Inc. will hold a Community Outreach Meeting on **May 29, 2019** at the **Community House, 33 Main Street, Cummington, MA 01026** at **7:00 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 0 Stage Road, Cummington (Parcel ID: 024.0-0002-0000.0) in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

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

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

VICENTE SEDERBERG

BOSTON | DENVER | JACKSONVILLE | LOS ANGELES | NEW YORK

LLP

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

May 20, 2019


Town of Cummington Clerk's Office
Ms. Donna Jordan
33 Main Street
Cummington, MA 01026

CERTIFIED MAIL: 7018 0360 0000 7922 1020
And RETURN RECEIPT

RE: Glacier Rock Farm, Inc. / Community Outreach Meeting

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Sincerely,



Zaira Emry
Paralegal

VICENTE SEDERBERG

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Attachment B

LLP

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

May 20, 2019

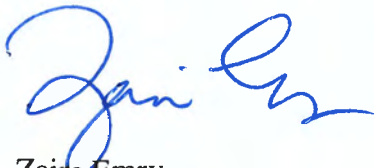
Town of Cummington
Zoning Board of Appeals
33 Main Street
Cummington, MA 01026

CERTIFIED MAIL: 7018 0360 0000 7922 1037
And RETURN RECEIPT

RE: Glacier Rock Farm, Inc. / Community Outreach Meeting

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Sincerely,



Zaira Emry
Paralegal

VICENTE SEDERBERG

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LLP

Attachment B

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

May 20, 2019

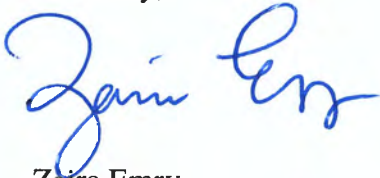
Town of Cummington
Planning Board
33 Main Street
Cummington, MA 01026

CERTIFIED MAIL: 7018 0360 0000 7922 1006
And RETURN RECEIPT

RE: Glacier Rock Farm, Inc. / Community Outreach Meeting

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Zaira Emry
Paralegal

VICENTE SEDERBERG

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Attachment B

LLP

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

May 20, 2019

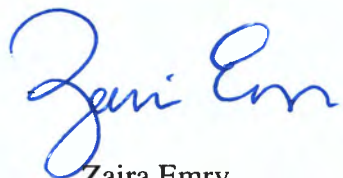
Town of Cummington
Board of Selectmen
33 Main Street
Cummington, MA 01026

CERTIFIED MAIL: 7018 0360 0000 7922 1013
And RETURN RECEIPT

RE: Glacier Rock Farm, Inc. / Community Outreach Meeting

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7929 6267 6486

7929 6509

7929 6523

7929 6547

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Attachment C

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PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Glacier Rock Farm, Inc. (“Glacier Rock”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

The Glacier Rock management team is committed to a strong corporate culture of giving and educational training, and to support such populations, Glacier Rock has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created the following goals, programs and measurements to implement the Plan.

Goals

Glacier Rock has established the following goals:

1. Provide business assets towards endeavors in the City of Greenfield, which the Commission has identified as an “area of disproportionate impact,” that will have a positive impact on that community through annual monetary donations to the United Way of Franklin County, a non-profit organization based in Greenfield that is dedicated to improving quality of life for individuals and families by supporting health, education and financial stability programs in local communities.
2. Provide business assets towards endeavors in the Town of Amherst, which the Commission has identified as an “area of disproportionate impact,” that will have a positive impact on that community through annual monetary donations to the Amherst Survival Center, a non-profit organization based in Amherst that is dedicated to improving quality of life for individuals and families by providing access to food, clothing, health care, companionship and relief from isolation.
3. Provide one (1) annual educational seminars on marijuana cultivation and product manufacturing and business operations that are targeted to populations falling within areas of disproportionate impact.

Programs

Glacier Rock has developed specific programs to effectuate its stated goals, which will include:

1. Making monetary donations to the United Way of Franklin County as follows:
 - a. \$250.00 upon receipt of a Final License;
 - b. \$1,000.00 after the 1st year of operations;
 - c. \$5,000.00 after the 2nd year of operations;
 - d. \$10,000.00 after the 3rd year of operations; and
 - e. \$20,000.00 after the 4th year of operations and annually thereafter.
2. Making monetary donations to the Amherst Survival Center as follows:
 - a. \$250.00 upon receipt of a Final License;
 - b. \$1,000.00 after the 1st year of operations;
 - c. \$5,000.00 after the 2nd year of operations;
 - d. \$10,000.00 after the 3rd year of operations; and
 - e. \$20,000.00 after the 4th year of operations and annually thereafter.
3. Holding one (1) educational seminar annually on marijuana cultivation and product manufacturing and business operations that are specifically targeted towards past or present residents of Greenfield, Amherst and Pittsfield, as well as Massachusetts residents with prior drug convictions.

Measurements

Glacier Rock's Human Resources Director will administer the Plan and will be responsible for developing measurable outcomes to ensure Glacier Rock continues to meet its commitments. Such measurable outcomes, in accordance with Glacier Rock's goals and programs described above, include:

1. Documenting the amount and frequency of monetary donations made to the United Way of Franklin County;
2. Documenting the amount and frequency of monetary donations made to the Amherst Survival Center; and
3. Documenting the number and frequency of the marijuana educational seminars held by Glacier Rock, as well as the numbers and types of attendees from populations falling within areas of disproportionate impact. and the subject matter of the seminars.

Beginning upon receipt of Glacier Rock's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Glacier Rock will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Director will review and evaluate Glacier Rock's measurable outcomes no less than twice a year to ensure that Glacier Rock is meeting its commitments.

Acknowledgements

- As identified above, Glacier Rock intends to donate to the United Way of Franklin County and the Amherst Survival Center and acknowledges that these organizations have been contacted and have agreed to receive the monetary donations. Donation confirmation letters from these organizations are included with this Plan.
- Glacier Rock will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Glacier Rock will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



March 10, 2020

Glacier Rock Farm, Inc.
Attn: Tim Kenefick
506 Stage Road
Cummington, MA 01024

Re: Confirmation of Glacier Rock Farm, Inc. Donations

Dear Mr. Kenefick,

On behalf of Amherst Survival Center, please be advised Amherst Survival Center has been contacted by Glacier Rock Farm, Inc. regarding a proposal to provide monetary donations, and volunteers to our organization. This correspondence shall serve as confirmation that we have agreed to partner with Glacier Rock and are willing to accept such donations.

Please do not hesitate to contact me with any questions in this matter.

Sincerely,

A handwritten signature in black ink that reads "Lisa Queenin".

Lisa Queenin
Development Coordinator

February 21, 2020

Glacier Rock Farm, Inc.
Attn: Robert Levitt
506 Stage Road
Cummington, MA 01024

Re: Confirmation of Glacier Rock Farm, Inc. Donations

Dear Mr. Kenefick,

On behalf of United Way of Franklin County, please be advised United Way of Franklin County has been contacted by Glacier Rock Farm, Inc. regarding a proposal to provide monetary donations, and volunteers to our organization. This correspondence shall serve as confirmation that we have agreed to partner with Glacier Rock and are willing to accept such donations.

Please do not hesitate to contact me with any questions in this matter.

Sincerely,



Sarah K. Tanner
Executive Director
United Way of Franklin County



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

mass.gov/dor

Letter ID: L1570681728
Notice Date: May 10, 2019
Case ID: 0-000-623-789



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GLACIER ROCK FARM INC
1 MONARCH PL STE 310
SPRINGFIELD MA 01144-4033

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: April 30, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
GLACIER ROCK FARM, INC.

is a domestic corporation organized on **April 18, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19050004310

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

**BYLAWS
OF
GLACIER ROCK FARM, INC.**

BYLAWS OF GLACIER ROCK FARM, INC.

Section 1.01 Name and Purposes. The name of the Corporation is **GLACIER ROCK FARM, INC.** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

Section 1.02 Articles of Organization. These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.05 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.**Place of Meeting.** Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a

corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.10 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the

shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 Fixing the Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

Section 2.07 Quorum of and Action by Shareholders. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of

Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.08 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.09 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.10 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written

waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.11 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.12 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.13 Automatic Divestiture. If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "Affected Shareholder") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

- (a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer

pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.13;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.14 Redemption of Shares Following Automatic Divestiture.

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.13 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.13, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.13, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for one hundred percent (100%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

Section 3.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be three (3) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be:

(a) Timothy Kenefick;

(b) Roy Szymkowicz; and

(c) Robert Levitt;

Section 3.02 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.05 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly

communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.08 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors.

Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 4.01 Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer, a Vice President and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

Section 5.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

Section 6.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a

written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

Section 6.02 Transfers of Shares. No shares of Common Stock of the Corporation may be subject to Transfer (as defined herein) without the approval of no less than unanimous consent of the Board. Notwithstanding any other provision of these Bylaws, each shareholder agrees that it will not, directly or indirectly, Transfer any of its shares or share equivalents, and the Corporation agrees that it shall not issue any shares or share equivalents if such Transfer would cause the Corporation to be unfit for licensure by the applicable cannabis regulatory body or otherwise subject to the applicable cannabis regulatory body for disciplinary action. In any event, the Board may refuse the Transfer of shares to any person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any governmental authority.

Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 7.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.02 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Section 8.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.02 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.05 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.

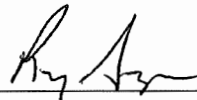
[SIGNATURE PAGE TO FOLLOW]

**CERTIFICATE OF SECRETARY
OF
Glacier Rock Farm, Inc.**

The undersigned, Roy Szymkowicz, hereby certifies that she is the duly elected and acting Secretary of **GLACIER ROCK FARM, INC.**, a Massachusetts corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of May 8th, 2019, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 8th day of May, 2019.

GLACIER ROCK FARM, INC.

By: 
Name: Roy Szymkowicz
Title: Secretary



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001378869

ARTICLE I

The exact name of the corporation is:

GLACIER ROCK FARM, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	10,000	\$0.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING AND WITHOUT PRIOR NOTICE IF A CONSENT IN WRITING, SETTING FORTH THE ACTION SO TAKEN, SHALL BE SIGNED BY THE SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ANTONIO E. DOS SANTOS
No. and Street: ONE MONARCH PLACE, SUITE 310
City or Town: SPRINGFIELD State: MA Zip: 01144 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ROBERT LEVITT	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
TREASURER	TIMOTHY KENEFICK	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
SECRETARY	ROY SZYMKOWICZ	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
VICE PRESIDENT	RYAN LEVITT	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
DIRECTOR	ROBERT LEVITT	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
DIRECTOR	TIMOTHY KENEFICK	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA
DIRECTOR	ROY SZYMKOWICZ	C/O STAGE ROAD HOLDINGS, LLC, ONE MONARCH PL., #310 SPRINGFIELD, MA 01144 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR CANNABIS CONTROL COMMISSION LICENSES

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: C/O STAGE ROAD HOLDINGS, LLC
ONE MONARCH PLACE, SUITE 310
City or Town: SPRINGFIELD State: MA Zip: 01144 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: C/O STAGE ROAD HOLDINGS, LLC
ONE MONARCH PLACE, SUITE 310
City or Town: SPRINGFIELD State: MA Zip: 01144 Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 18 Day of April, 2019 at 12:09:30 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she

holds or other authority by which such action is taken.)

DAVID M. ULLIAN, ESQ. ATTORNEY FOR GLACIER ROCK FARM, INC.

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 18, 2019 12:09 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PLAN FOR OBTAINING LIABILITY INSURANCE

Glacier Rock Farm, Inc. (“Glacier Rock”) plans to contract with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Glacier Rock will consider additional coverage based on availability and cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Glacier Rock will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Glacier Rock will keep reports documenting compliance with 935 CMR 500.105(10).

GLACIER ROCK FARM, INC.

Business Plan

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1. EXECUTIVE SUMMARY

1.1 Mission Statement

Glacier Rock Farm, Inc. (“GRF”) is a Massachusetts business corporation that is committed to operating a compliant, safe, and high-quality Marijuana Cultivation and Product Manufacturing Establishment (“ME”) in the Commonwealth of Massachusetts. GRF seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality, and community integration.

1.2 Product

GRF will cultivate and produce high-quality cannabis and cannabis products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, GRF will produce a wide range of products to serve the wide variety of customer needs and preferences. The products GRF intends to offer include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

1.3 Customers

GRF’s target customers are other licensed Marijuana Product Manufacturers and Retailer Establishments in the Commonwealth purchasing wholesale marijuana and marijuana products.

1.4 What Drives Us

GRF’s goals include cultivating and producing safe and high-grade cannabis and cannabis products for wholesale. GRF also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. COMPANY DESCRIPTION

2.1 Corporate and Application Status

GRF is a Massachusetts business corporation in good standing that is applying for licenses from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate an adult use Marijuana Cultivation and Product Manufacturing Establishment (“**ME**”) in the Commonwealth.

GRF will file an application for licensure consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2 Operations

GRF has executed a Binding Letter of Intent / Option to Lease 506 Stage Road (Parcel ID: 024.0-0002-0000.0) in Cummington. The property consists of approximately 65 acres of undeveloped land, and GRF intends to construct a new structure for its Tier 3 cultivation and product manufacturing operations. There will be ample parking on site for GRF’s registered agents.

GRF’s facility will be designed with the specific intentions of ensuring employee and community safety and promoting a smooth, efficient flow of operations throughout the facility. GRF will meticulously invest in security, interior design, quality control, product testing, and staff training.

GRF will cultivate its own marijuana flower, which will be sold wholesale to other licensed Marijuana Establishments, and used by GRF to produce a variety of extracts and infused products.

2.3 Inventory Procedures

GRF will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of finished and stored marijuana,; conduct a comprehensive inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

GRF will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

GRF will maintain records that will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles (GAAP). Records will be maintained for at least 12 months.

Additional information on GRF’s inventory procedures are available in the Inventory Procedures document included with this submission.

2.4 Security

GRF will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

GRF's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Cummington Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only GRF's registered agents and other authorized visitors (e.g. contractors, vendors) ages 21 years and older will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and GRF will maintain a current list of individuals with access.

On-site consumption of marijuana by GRF's employees and visitors will be strictly prohibited. GRF will have security personnel on-site during business hours.

Additional information on GRF's security plan is available in the Security Plan document included with this submission.

2.5 Benefits to the Town of Cummington

GRF looks forward to working cooperatively with the Town of Cummington to ensure that GRF operates as a responsible, contributing member of the local community. GRF anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting GRF to site and operate in the Town. The Town stands to benefit in various ways, including but not limited to the following:

- a. Jobs.** GRF estimates adding 15 - 25 full-time jobs in the first year, with a preference for hiring qualified Cummington residents, in addition to hiring qualified local contractors and vendors.
- b. Host Community Agreement.** A Host Community Agreement, under which GRF will make significant community impact payments to the Town, will provide additional financial benefits beyond local property taxes.

- c. **Access to Quality Legal Product for Consumers.** GRF's operations will increase access to consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants for eligible consumers in the Commonwealth. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.
- d. **Local Property Tax Revenue.** The Town will receive additional tax revenue through the payment of property taxes.
- e. **Control.** In addition to the Commission, the Cummington Police Department and other municipal departments will have oversight over GRF's security systems and processes.
- f. **Responsibility.** GRF is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. **Economic Development.** GRF's project will contribute to the overall economic development of the local community.

2.6 Zoning and Local Compliance

GRF will remain compliant at all times with the local zoning requirements set forth in the Town of Cummington's Zoning Bylaw. In accordance with the Zoning Bylaw amendment approved at Special Town Meeting in May 2019, GRF's Cultivation and Product Manufacturing Establishment proposed to be located at 506 Stage Road is located in the Rural Residential (RR) Zoning District designated for adult use marijuana establishments.

In compliance with the Zoning Bylaw and the Commission's regulations, the proposed facility is not located on a parcel within 300 feet of a parcel occupied by a pre-existing public or private school providing education in kindergarten or any of grades 1-12 and/or any public or private child care facility or any other location where children congregate.

GRF will apply for a Special Permit and Site Plan Approval from the Zoning Board of Appeals and will comply with all conditions and standards set forth in any local permit required to operate a Cultivation and Product Manufacturing facility at the proposed location.

GRF has already attended several meetings with various municipal officials to discuss its plans for a proposed Cultivation and Product Manufacturing facility and has executed a Host Community Agreement with the Town. GRF will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Glacier Rock Farm has also retained the law firm Vicente Sederberg LLP to assist with ongoing compliance with local zoning requirements.

3. MARKET RESEARCH

3.1 Industry

33 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health, over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Customers

GRF's target customers are other licensed Marijuana Product Manufacturers and Retailer Establishments in the Commonwealth purchasing wholesale marijuana and marijuana products.

3.3 Competitors

GRF's main competitors will include other licensed Marijuana Cultivation and Product Manufacturing Establishments in the Commonwealth.

3.4 Competitive Advantage

GRF is in the process of engaging experienced cannabis industry professionals to consult on best practices for cultivation and product manufacturing operations.

GRF feels confident that a consultant partner with experience in effective cannabis operations, superior product quality and selection will yield a positive reputation for GRF within the Commonwealth that competitor establishments may not be able to achieve.

4. PRODUCT / SERVICE

4.1 Products

GRF intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion

3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

4.2 Cultivation and Product Manufacturing Procedures

GRF's cultivation and product manufacturing procedures will be fully compliant with the Commission's detailed operational requirements set forth in 935 CMR 500.000 et seq.

Additional information on GRF's policies and procedures is available in the cultivation and product manufacturing narrative summaries included with this application.

4.3 Pricing Structure

When determining the appropriate pricing structure, GRF will continually strive to find the perfect balance between affordability for customers and preventing the diversion of product to the black market.

5. MARKETING & SALES

5.1 Growth Strategy

GRF's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of highly-trained, consummate professionals

5.2 Communication

GRF will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of GRF will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

GRF will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

GRF will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, GRF will market its products and services to reach a wide range of qualified customers.

5.3 Product Packaging

GRF will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” GRF will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Branding and Logos

GRF will develop logos and branding that complies with state regulations and that will distinguish GRF from its competitors. GRF will file for trademark protection at the state level, and when permissible, at the federal level.

An image of GRF's logo is below.



6. FINANCIAL SUMMARY

GRF is well-funded and is expected to have the ability to leverage its executives' operational experience to establish a successful, compliant operation in a timely manner.

6.1 Financial Projections

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 1	SECOND FULL FISCAL YEAR PROJECTIONS 2	THIRD FULL FISCAL YEAR PROJECTIONS 3
Projected Revenue	\$ 18,550,000	\$ 15,900,000	\$ 13,250,000
Projected Expenses	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000
VARIANCE:	\$ 7,050,000	\$ 4,400,000	\$ 1,750,000

Estimated wholesale price/lbs.	\$ 3,500	\$ 3,000	\$ 2,500
Total marijuana inventory for the year (in lbs.)	5,340	5,380	5,420
Total marijuana sold for the year (in lbs.)	5,300	5,300	5,300
Total marijuana left for roll over (in lbs.)	40	80	120

6.2 Financial Assumptions

1. Glacier Rock's Tier 3 cultivation will yield approximately 30 grams of cannabis per square foot of canopy;
2. Glacier Rock will harvest each room four times per year, yielding approximately 267 pounds per harvest; and
3. Glacier Rock will harvest approximately 5,340 pounds of cannabis per year.

7. TEAM

7.1 General

GRF has assembled a Management Team with a combined experience that includes sales, branding, management, training, retail, wholesaling, accounting, real estate, corporate management and insurance, with a focus on environmental sustainability and community stewardship.

7.1 Executive Management Team

7.1.1 Robert Levitt, *Director, President and Chief Executive Officer*

Robert currently serves as an Area Real Estate Manager for Apria Healthcare and is responsible for 170 locations in 21 states. Robert manages transactional responsibilities including new leases, renewals and surrenders, maintains corporate standards and local compliance without compromising business needs and focuses strongly on environmental sustainability and energy efficiency, while maintaining strong relationships with all landlords and property management companies. Robert received his BA in Biological Science from the University of Connecticut. He is married and has 2 kids.

7.1.2 Tim Kenefick, *Director, Treasurer and Chief Financial Officer*

Tim is an insurance professional with 30 years of experience. He is currently an Executive Vice President at Aspen Insurance, which is a worldwide commercial specialty insurer. His roles have included Chief Financial Officer, Chief Actuary, Chief Risk Officer, Head of Product and of a Business Unit at Aspen and prior companies as well as serving on the Board of Aspen Companies. He has also served his community as an elected Board of Education Official (4 terms) as well as a Church Youth Group advisor including leading 5 week long trips. He received his BS in Actuarial Science from UConn. He is married and has 3 kids.

7.1.3 Roy Szymkowicz, *Director, Secretary and Chief Operating Officer*

Roy currently serves as Chief Operating Officer of Cardinal Logistics Management in Alpharetta, Georgia which is an \$800 million transportation and logistics company. Roy is the lead operator for Cardinal. Previously, Roy was the Executive Vice President and General Manager of Cardinal Logistics and was responsible for pricing and negotiating new and existing contracts, customer relationships, customer/internal metrics, rate increases, HR, equipment acquisition/disposal, maintenance, technology, P&L and the overall direction of the company. He graduated with a BS from the University of Connecticut majoring in accounting. He is married and has 3 kids.

7.1.4 Ryan Levitt, *Vice President of Sales and Marketing*

Ryan currently serves as the Director of Sales for Draco Vapors, where he coordinates and implements sales strategy, marketing campaigns and branding development. Ryan leads the branding and development for all company brands implementing sales and promotion in all 50 states and in over 14 countries. He also manages and trains new hires to maintain successful business operations and deliver year-over-year growth. Previously, Ryan worked as a Sales Manager for Protection 1 Security Solutions, which focuses on commercial and residential security systems. Ryan Assisted in the design and execution of approximately 500 security systems across California in this role.

8. CONCLUSION

GRF has the experience and know-how to safely and efficiently cultivate and produce high quality, consistent, laboratory-tested marijuana and marijuana products in the Commonwealth. GRF is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, GRF looks forward to working cooperatively with the Commission and the local municipality to help spread the benefits this market will yield.

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Glacier Rock Farm, Inc. (“Glacier Rock”) is not a Registered Marijuana Dispensary and does not intend to apply for licensure to conduct medical marijuana operations at its proposed cultivation and product manufacturing facility in Cummington. Should Glacier Rock become licensed to operate a RMD, Glacier Rock will notify the Cannabis Control Commission (“Commission”) and provide an updated response to this narrative and develop plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Glacier Rock Farm, Inc.'s ("Glacier Rock") Cultivation and Product Manufacturing Facility in Cummington will only be accessible to individuals twenty-one (21) years of age or older who are Glacier Rock's registered Marijuana Establishment agents or authorized visitors with a valid, government-issued photo identification. Prior to an individual entering the facility, Glacier Rock's security personnel will inspect the individual's Marijuana Establishment agent registration card or photo ID, verify the individual's identity, and confirm that the individual is at least twenty-one (21) years of age.

In the event Glacier Rock discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Glacier Rock will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Glacier Rock will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Glacier Rock will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Glacier Rock will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly."** Pursuant to 935 CMR 500.105(6)(b), Glacier Rock packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Glacier Rock's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Glacier Rock Farm, Inc. ("Glacier Rock") will comply with the following sanitary requirements:

1. Any Glacier Rock agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Glacier Rock agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Glacier Rock's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Glacier Rock's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Glacier Rock's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Glacier Rock will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Glacier Rock's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Glacier Rock's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Glacier Rock's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Glacier Rock will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such 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), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Glacier Rock will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Glacier Rock's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable

waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

13. Glacier Rock will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Glacier Rock will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Glacier Rock will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Glacier Rock's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Glacier Rock will ensure that Glacier Rock's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Glacier Rock will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Glacier Rock to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Glacier Rock will process marijuana in a safe and sanitary manner. Glacier Rock will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

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.

Testing

Glacier Rock will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will 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. Testing of Glacier Rock's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Glacier Rock's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Glacier Rock's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Glacier Rock will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Glacier Rock's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Glacier Rock for disposal or by the Independent Testing Laboratory disposing of it directly.

RECORDKEEPING PROCEDURES

General Overview

Glacier Rock Farm, Inc. (“Glacier Rock”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Glacier Rock documents. Records will be stored at Glacier Rock in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Glacier Rock is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Glacier Rock’s quarter-end closing procedures. In addition, Glacier Rock’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Glacier Rock, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Glacier Rock and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Glacier Rock will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Glacier Rock will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

- Incident Reporting Records
 - Within ten (10) calendar days, Glacier Rock will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Glacier Rock for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Glacier Rock will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Glacier Rock agents present during the disposal or handling, with their signatures. Glacier Rock will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Glacier Rock will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Glacier Rock closes, all records will be kept for at least two (2) years at Glacier Rock's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Glacier Rock will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Glacier Rock's operations will be updated on an ongoing basis as needed and undergo a review

by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Glacier Rock's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Glacier Rock operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Glacier Rock, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Glacier Rock's website.
- Policies and procedures for the handling of cash on Glacier Rock premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy

generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

Glacier Rock will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Glacier Rock Farm, Inc.'s ("Glacier Rock") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- 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 Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Maintaining such records that would allow for the Commission and the DOR to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

Glacier Rock Farm, Inc. (“Glacier Rock”) will ensure that all employees hired to work at a Glacier Rock facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Glacier Rock will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Glacier Rock discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Glacier Rock will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Glacier Rock’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Glacier Rock’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Glacier Rock’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Glacier Rock’s owners, managers, and employees will then successfully complete the program once every year thereafter. Glacier Rock will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Glacier Rock’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Glacier Rock’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;

4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Overview

Glacier Rock Farm, Inc.'s ("Glacier Rock Farm") management team supports diversity and is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

Glacier Rock will promote diversity through outreach and advertising to these available populations and build a corporate culture that supports diversity. While Cummington, the town in which Glacier Rock's facility will be located, has a very low minority population (less than 3%), there are other areas where diversity in employees and vendors can be achieved.

The immediately surrounding communities are similar to Cummington in population diversity. However, Northampton, which is 17 miles away (approximately 30-minute drive) is a significantly more diverse community (slightly over 20% minority) with a much larger population base. As a result, Northampton and its immediately surrounding area is more likely to be the primary employee base for Glacier Rock. This will allow for a more diverse employee force.

Additionally, both Northampton and Cummington have an LGBTQ+ population that is higher than average (estimated at 5% and 3% gay and lesbian) which allows for enhanced diversity across this demographic.

To support such populations, Glacier Rock Farm has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Glacier Rock Farm's operations.

Goals

In order for Glacier Rock Farm to promote diversity and equity in its operations, Glacier Rock Farm has established the following goals:¹

1. Our goal is that 10% or more of our work force is comprised of minorities and/or individuals who self-identify as LGBTQ+.
2. Our goal is that 40% or more of our work force is comprised of women.
3. Our goal is that 5% or more of Glacier Rock's outsource spend will be with minority and women-owned businesses (MWOBs).

¹ The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards.

Programs

Glacier Rock Farm has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertise job opportunities in diverse publications including the Daily Hampshire Gazette and the Greenfield Recorder, as positions become available but no less than two (2) job advertisements per quarter during hiring periods.
2. Hosting or participating in at least two (2) career fairs annually with an emphasis on hiring minorities, LGBTQ+, and women; and
3. Utilize the Massachusetts Supplier Diversity Office's Directory of Certified Businesses to identify MWOBs and send requests for proposals to those business when purchasing materials or services. The frequency with which Glacier Rock Farm will send such requests for proposals will depend on Glacier Rock Farm's supply levels and service needs, but Glacier Rock Farm anticipates sending such requests at least once annually.

Measurements

The Human Resources Team will administer the Plan and will be responsible for developing measurable outcomes to ensure Glacier Rock Farm continues to meet its commitments. Such measurable outcomes, in accordance with Glacier Rock Farm's goals and programs described above, include:

1. Counting the total number of individuals hired who self-identify as minorities, LGBTQ+ and women, to ensure that at least 10% or more of our work force is comprised of minorities and/or individuals who self-identify as LGBTQ+, and 40% or more of our work force is comprised of women.
2. Documenting the number and placement of job opportunities advertised in diverse publications, including the Daily Hampshire Gazette and the Greenfield Recorder, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these advertisements, based upon self-identification of such individuals;
3. Documenting the number of career fairs hosted or participated in, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these career fairs, based upon self-identification of such individuals; and
4. Documenting the frequency and business recipients of the requests for proposals sent to diverse businesses identified in the Supplier Diversity Office's Directory of Certified Businesses, as well as document the number and type of diverse businesses that Glacier Rock Farm contracts with for the purchase of materials and services as a result of these requests for proposals.

Beginning upon receipt of Glacier Rock Farm's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Glacier Rock Farm will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Team will review and evaluate Glacier Rock Farm's measurable outcomes no less than once a year to ensure that Glacier Rock Farm is meeting its commitments. Glacier Rock Farm is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

1. Glacier Rock Farm 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.
2. Any actions taken, or programs instituted, by Glacier Rock Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

PERSONNEL POLICIES

Overview

Glacier Rock Farm, Inc. (“Glacier Rock”) will securely maintain personnel records, including registration status and background check records. Glacier Rock will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Glacier Rock and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

After-Hours Contacts

Robert Levitt – 860-634-7102

Roy Szymkowicz – 860-748-6633

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday – Sunday, 8:00 AM – 10:00 PM

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Glacier Rock will undergo a detailed background investigation prior to being granted access to a Glacier Rock facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Glacier Rock pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Glacier Rock will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, 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.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Glacier Rock will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Glacier Rock will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or 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.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Glacier Rock or the Commission.

Personnel Policies and Training

Glacier Rock's staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission upon request. All Glacier Rock agents are required to complete training that includes but is not limited to Glacier Rock's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training, and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Glacier Rock will have a policy for the immediate dismissal of any agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Glacier Rock operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.