



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281504
Original Issued Date: 04/27/2021
Issued Date: 06/08/2023
Expiration Date: 06/12/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: R and R Ventures LLC

Phone Number: 413-329-7390
Email Address: rcohen.bhg@gmail.com

Business Address 1: 700 S. Main Street	Business Address 2: PO Box 698	
Business City: Sheffield	Business State: MA	Business Zip Code: 01257
Mailing Address 1: 700 South Main Street	Mailing Address 2: PO Box 698	
Mailing City: Sheffield	Mailing State: MA	Mailing Zip Code: 01257

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 13.61	Percentage Of Control: 16.67
Role: Manager	Other Role:

First Name: Robert	Last Name: Cohen	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: 14.47	Percentage Of Control: 16.67	
Role: Owner / Partner	Other Role:	
First Name: Robert	Last Name: Burnell	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: 17.87	Percentage Of Control: 16.67	
Role: Owner / Partner	Other Role:	
First Name: Maura	Last Name: Stanton	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: Falls Village		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 13.61	Percentage Of Control: 16.66	
Role: Owner / Partner	Other Role:	
First Name: Amy	Last Name: Cohen	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: Lee		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 17.87	Percentage Of Control: 16.67	
Role: Owner / Partner	Other Role: Director of Cultivation	
First Name: William	Last Name: Stanton	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: Lee		

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 14.47	Percentage Of Control: 16.66	
Role: Owner / Partner	Other Role: Bookkeeper	
First Name: Michelle	Last Name: Sylvester	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Amy Last Name: Cohen Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$9750 Percentage of Initial Capital: 10

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Maura Last Name: Stanton Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$15000 Percentage of Initial Capital: 12

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Robert Last Name: Burnell Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$12750 Percentage of Initial Capital: 11

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Robert Last Name: Cohen Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$9750 Percentage of Initial Capital: 10

Capital Attestation: Yes

Individual Contributing Capital 5

First Name: William Last Name: Stanton Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$15000 Percentage of Initial Capital: 12

Capital Attestation: Yes

Individual Contributing Capital 6

First Name: Michelle Last Name: Sylvester Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$12750 Percentage of Initial Capital: 11

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: R and R Ventures LLC Entity DBA: R and R Cannabis, R and R Edibles and Topicals

Email: rcohen.bhg@gmail.com Phone: 413-329-7390

Address 1: PO Box 698 Address 2:

City: Sheffield State: MA Zip Code: 01257

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$60000 Percentage of Initial Capital: 34

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 700 South Main Street

Establishment Address 2: PO Box 698

Establishment City: Sheffield

Establishment Zip Code: 01257

Approximate square footage of the Establishment: 3360 How many abutters does this property have?: 19

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement.pdf	pdf	5f652f1ce4c06f07e61cfece	09/18/2020
Plan to Remain Compliant with Local Zoning	Special Permit.pdf	pdf	5f652fa2a54dc507c1f509e8	09/18/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5fca7ac6728b9907c6dd6f31	12/04/2020
Community Outreach Meeting Documentation	Community Outreach.pdf	pdf	6025d0b484d16335f0224b28	02/11/2021

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	R and R Ventures Last Prisoner Project Contract.pdf	pdf	6011ce7c3a66f208090f33b1	01/27/2021
Plan for Positive Impact	Positive Impact plan 3_2021.pdf	pdf	604159c98d09dc35cbc0c7bc	03/04/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Robert	Last Name: Burnell Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role:	Other Role:
First Name: Robert	Last Name: Cohen Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 3

Role: Other Role:
First Name: Maura Last Name: Stanton Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Other Role:
First Name: William Last Name: Stanton Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Other Role:
First Name: Amy Last Name: Cohen Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Other Role:
First Name: Michelle Last Name: Sylvester 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
Articles of Organization	Articles of Organization.pdf	pdf	5f9c209bbd0d8e081433b480	10/30/2020
Bylaws	Operation Agreement - (final).doc.pdf	pdf	5f9c214aa75869080486a596	10/30/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing dept of rev.pdf	pdf	5f9c410cbd0d8e081433b5e3	10/30/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Standing Sec of Common.pdf	pdf	5fa54bafa75869080486b81d	11/06/2020
Secretary of Commonwealth - Certificate of Good Standing	Unemployment Attestation.pdf	pdf	5ff35d3460fc2607ca6ad409	01/04/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing DUA.pdf	pdf	6423157750e43b00083f54d1	03/28/2023
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Dept of Rev.pdf	pdf	643da2aa4d9b120008508e00	04/17/2023

Secretary of Commonwealth - Certificate of Good Standing	Cert of good standing Secretary of the Commonwealth.pdf	pdf	643ea34c8399390008aa6aea	04/18/2023
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Massachusetts Business Identification Number: 001354366

Doing-Business-As Name: R and R Edibles and Topicals, R and R Cannabis

DBA Registration City: Sheffield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to obtain Liability Insurance.pdf	pdf	60259d8beabbc336a11f741e	02/11/2021
Business Plan	r and r business plan 2021.pdf	pdf	6025d32f1c95e43696cce5f7	02/11/2021
Proposed Timeline	R&R Timeline 2023 .pdf	pdf	643d9d9e4d9b120008507b52	04/17/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to age 21 or older - Policy.pdf	pdf	5fb172708cc05c081b1b84ee	11/15/2020
Prevention of diversion	Prevention of Diversion - Policy.pdf	pdf	5fb172a8dd2d7407beded14b	11/15/2020
Storage of marijuana	Storage and Waste Policy.pdf	pdf	5fb172c0df85ec07dfb8a21d	11/15/2020
Transportation of marijuana	Transportation.pdf	pdf	5fb172d43bf49c082a4275b8	11/15/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5fb172e557d9d707ee4d97c4	11/15/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5fb1730fdcf9f07cd946021	11/15/2020
Maintaining of financial records	Maintaining of Financial Records .pdf	pdf	5fb173385b823307b79b7ea2	11/15/2020
Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	5fb173808cc05c081b1b84f4	11/15/2020
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	5fb173914a2789086108e56a	11/15/2020
Energy Compliance Plan	Checklist for Energy Compliance.pdf	pdf	5fb7d033df85ec07dfb8b410	11/20/2020
Sample of unique identifying marks for branding	R&R_Final Circle Logo.pdf	pdf	5fd8bf73f867b207bbf11a76	12/15/2020
Security plan	Security Plan REVISED Dec 2020.pdf	pdf	6019a04d72b5633675941fac	02/02/2021
Quality control and testing	Quality Control and Testing Plan REVISED Dec 2020.pdf	pdf	6019a07b4dba6f360b67d8f5	02/02/2021
Storage of marijuana	Storage Plan REVISED Dec 2020.pdf	pdf	6019a0b110e86b36bb8949dc	02/02/2021
Record Keeping procedures	Record Keeping Procedures REVISED Dec 2020.pdf	pdf	6019a100604cbb361670d7eb	02/02/2021
Policies and procedures for cultivating	Cultivation Procedures - R and R - As of Dec 2020.pdf	pdf	6019a1471681d1368fdb2e78	02/02/2021
Qualifications and training	Training Polciy.pdf	pdf	601d5cd684d16335f022362a	02/05/2021
Types of products	Types of Products.pdf	pdf	601d5f6a6d809f35defba90f	02/05/2021
Production methods	SOP-400 - Manufacturing Procedures	pdf	601d653465c0d035fcc4c32a	02/05/2021

(1).pdf				
Personnel policies including background checks	Personnel policies JAN 2021.pdf	pdf	601dbded4cfbf7366ef3d560	02/05/2021
Qualifications and training	Qualifications and Training.pdf	pdf	6025d61b1681d1368fdb4f80	02/11/2021
Diversity plan	Diversity Plan R and R - updated April 2022 (1).pdf	pdf	626048fe5e562200082965e9	04/20/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: At the time of our renewal we have yet to commence operations and are still in the construction phase. With that being said we have stayed in contact with and intend to continue our planned support of The Last prisoner project. I have attached an article describing some of their efforts recently in Massachusetts as well as our commitment letter.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: We have not taken on any staff at this time as we are still in the construction phase of our project. The demographic make-up of our project team is 40% female and 20% non-white.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Name of Item: We are not operational so we are not producing anything at this time.

Item Type: Flower

Item Description: At this time we are not producing any products as we have not completed the construction phase of our project.

HOURS OF OPERATION

Monday From: 9:00 AM **Monday To:** 5:00 PM

Tuesday From: 9:00 AM **Tuesday To:** 5:00 PM

Wednesday From: 9:00 AM Wednesday To: 5:00 PM

Thursday From: 9:00 AM Thursday To: 5:00 PM

Friday From: 9:00 AM Friday To: 5:00 PM

Saturday From: Closed Saturday To: Closed

Sunday From: Closed Sunday To: Closed



Host Community Agreement

Town of Sheffield, Massachusetts

This Host Community Agreement (HCA) is entered into this 15th day of June, 2020 by and between the Town of Sheffield, a Massachusetts municipal corporation with an address of 21 Depot Square, Sheffield, MA 01257, acting by and through its Board of Selectmen (the "Town"), and R & r Ventures LLC, a Massachusetts Limited Liability Company, and any successor in interest, with a principal office address of 700 South Main Street, Sheffield, MA (the "Company"). The Town and Company collectively are referred to as the "Parties."

WHEREAS, the Company intends utilize a commercial space located at 700 South Main Street (the "Premises") for the purposes of operating as a Marijuana Microbusiness in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G, 105 CMR 750.00 and/or 935 CMR 500.00 and such local approvals and permits as may be issued by the Town in accordance with its Zoning By-Laws and other applicable local regulations and covenants in Town;

WHEREAS, Company intends to submit applications to the Cannabis Control Commission (the "Commission") for such adult marijuana license(s), the Town acknowledges that it will timely comply with any requests from the Commission in connection with said applications;

WHEREAS Company held a Community Outreach Meeting on May 28, 2020, which was properly noticed to abutters and in a local paper;

WHEREAS, this HCA shall constitute the stipulations of responsibilities between the Town as host community and Company pursuant to G. L. c. 94G, §3 for the Premises;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company offers and the Town accepts this Host Community Agreement in accordance with G. L. c. 44, §53A and G. L. c. 94G, §3 as follows:

1. Community Impact Fees

Company shall pay quarterly Community Impact fees due on - April 15th, July 15th, October 15th and January 15th of each year, pursuant to G. L. c. 94G, §3 to the Town of Sheffield in the following amounts:

3. Local Vendors and Employment Preferences

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

4. Local Taxes

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L.c.59,§38, or (iii) if Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Company shall pay to the Town an amount, which when added to the taxes if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Company under Section 1 of this HCA.

5. Security

Company shall coordinate with the Sheffield Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Sheffield Police Department, including but not limited to, periodic meetings to review operational concerns, communication to Sheffield Police Department of any suspicious activities on the Premises, and development of anti-diversion procedures, as required.

6. Community Impact Concerns

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

12. Amendments

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

13. Indemnification


The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Premises. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

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

TOWN OF SHEFFIELD
FOR THE BOARD OF SELECTMEN


Rene C. Wood, Chairman

Date: 6.27.2020


Chief Operating Officer
Officer

Date: 6/30/2020



Town of Sheffield
Planning Board
Town Hall – 21 Depot Square
Sheffield, Massachusetts 01257

Voice: 413-229-7000
Fax: 413-229-7010

May 22, 2020

NOTICE OF DECISION OF SPECIAL PERMIT

Notice is hereby given that the Special Permit Granting Authority (SPGA), which is also the Planning Board, GRANTED by 4-0 vote on May 13, 2020, a Special Permit to R&R Ventures, LLC for a Marijuana Microbusiness, as permitted by Section 3.1.3 (H) Adult Use Marijuana Establishment on the Table of Use Regulations of the Sheffield Zoning By-Laws, for property located at 700 South Main Street, Tax Map 20, Block & Lot 2-17 Book 363 Page 492.

The public hearing was held on December 11, 2019 at 7:00 PM, with continuations held on January 8, 2020, February 12, 2020, March 11, 2020, April 8, 2020, April 22, 2020 and May 13, 2020. The public hearing closed on May 13, 2020.

Conditions:

1. R&R Ventures, LLC would have up to 48 hours to respond with a solution to any odor problem and up to 10 days to mitigate such problem.
2. R&R Ventures, LLC would provide a copy of a stamped engineered ventilation plan for the Board's files.
3. R&R Ventures, LLC would provide an Odor Control Plan (Section 7.5.5.2.13).

An appeal to the decision of the SPGA must be made by any person aggrieved pursuant to MGL Chapter 40A, Section 17, as amended, within twenty (20) days after the date of filing of this notice of decision in the office of the Town Clerk.

SPECIAL PERMIT GRANTING AUTHORITY

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

R&R Ventures LLC

2. Name of applicant's authorized representative:

Robert Cohen

3. Signature of applicant's authorized representative:



4. Name of municipality:

Sheffield, MA

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

Rhonda Labombard-Town Administrator



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

Shunda Labombard

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

rlabombard@sheffielddma.gov

8. Host community agreement execution date:

6/30/20

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 2/11/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 1/28/20
- b. Name of publication: The Berkshire Eagle

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed: 1/27/20

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

- a. Date notice(s) mailed: 19

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

Name of applicant:

R and R Ventures LLC

Name of applicant's authorized representative:

Robert E Cohen

Signature of applicant's authorized representative:



Attachment A

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **February 11, 2021 at 6:30pm.**

The meeting can be virtually attended at the following web address:

<https://us02web.zoom.us/j/82829122003?pwd=bWdtMFZiM0hHNzJHNU9tZC9oRjg4Zz09>

or by following the link at

www.randrcannabis.com

Meeting ID: 828 2912 2003

Passcode: 606939

The proposed Marijuana Microbusiness is anticipated to be located at 700 South Main Street, Sheffield, MA. There will be an opportunity for the public to ask questions during the meeting. Questions may also be submitted in advance by emailing

randrventures.info@gmail.com

AD#54256
01/28/2021

Attachment B

 Reply  Reply All  Forward  Delete  More ▾

700 S.Main St - R and R Ventures Community Outreach take two

 (robbyco2@aol.com)

To: jhughes@sheffieldma.gov + 2 more [Details](#) ▾

Greetings,

A quick update on our project at 700 South Main Street.

We completed our CCC application this past November. The commission returned to us a punch list c insurance carrier. That document should be in my then end of the week allowing us to re-submit. In th Meeting and have had to go ahead and schedule a new one.

Here is a copy of the notice I have mailed to the 300 foot abutters.

January 26, 2021

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuar a virtual event that can be joined by entering the following in your computer browse:

<https://us02web.zoom.us/j/82829122003?pwd=bWdtMFZjM0hHNzJHNU9tZC9oRj>

Meeting ID: 828 2912 2003

Passcode: 606939

There will also be a link to follow at www.randrcannabis.com

The proposed Marijuana Microbusiness (wholesale only) is anticipated to be located the public to ask questions.

Att acmt C

January 26, 2021

Dear Neighbor,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 11, 2021 at 6:30pm. This will be a virtual event that can be joined by entering the following in your computer browser:

<https://us02web.zoom.us/j/82829122003?pwd=bWdtMFZjM0hHNzJHNlU9tZC9oRjg4Zz09>

Meeting ID: 828 2912 2003

Passcode: 606939

There will also be a link to follow at www.randrcannabis.com

The proposed Marijuana Microbusiness (wholesale only) is anticipated to be located at 700 South Main Street, Sheffield, MA. There will be an opportunity for the public to ask questions.

Kind Regards,
Stay Safe,

R and R Ventures
700 South Main St.
Sheffield, MA 01257



Town of Sheffield
Office of the Town Administrator
Town Hall – 21 Depot Square
Sheffield, Massachusetts 01257

Voice: 413-229-7000
Fax: 413-229-7010
TTY: 800-439-2370

September 26, 2022

R & R Ventures
South Main Street
Sheffield, MA 01257
Attn: Rob Cohen

Dear Rob:

The Select Board recently voted to suspend the requirement for Community Impact Fee (CIF) payments as stated in your Host Community Agreement, effective 1QFY23. This suspension will remain in effect until further notice.

Please do not make a quarterly CIF payment for the months of July 1 - September 30, 2022. Any payments received will be returned.

The Select Board is taking this action due to the numerous issues raised by the recently passed *An Act Relative to Equity in The Cannabis Industry Marijuana Reform*.

Thank you for your immediate attention to this matter.

Sincerely,

Rhonda LaBombard
Town Administrator



May 1, 2023

Attestation of no-response

I had requested an account of the financial impact our operation has had on the Town of Sheffield once again and have not gotten a response.

Kind Regards,

Robert Cohen

COO Rand R Ventures



Robert Cohen <rcohen.bhg@gmail.com>

Request for letter for HCA

1 message

Robert Cohen <rcohen.bhg@gmail.com>
To: townhall@sheffieldma.gov

Wed, Apr 26, 2023 at 3:43 PM

Greetings,

It is that time of year again. Could we please have a quick email stating any expenses incurred by the Town of Sheffield as a result of the licensure of R and R Ventures,

Many thanks

--

Robert Cohen
COO
R and R Ventures LLC
SBC Holdings LLC

Plan for Positive Impact

There are currently over 40,000 prisoners incarcerated for marijuana-related charges in the U.S. alone. Despite marijuana law reforms, there are still more arrests for cannabis possession each year than for all violent crimes combined. Communities of color are subject to disproportionate marijuana enforcement practices. Many affected individuals lack the knowledge or financial resources to seek relief through clemency and/or expungement.

Goals:

1. Provide annual financial support for programs that benefit Massachusetts residents who have past drug convictions such as The Last Prisoner Project.
2. Provide *Equity Services* for economic empowerment applicants and social equity program participants, who may be seeking pro bono or reduced rate services.

Programs:

1. Host an annual Facebook Live® event in the 2nd Quarter of each year outlining some of the successes of the project in Massachusetts. Topics to be discussed include: Last Prisoner Project's work over the previous year in areas such as successful releases of cannabis prisoners, updates on policy and advocacy actions, research, and education. Gather contact information through partnerships with our retail dispensary customer locations to inform clients of event.
2. Participate in Last Prisoner Project's *Partner's for Freedom* program through annual donations. Donate \$12,000 annually to The Last Project while monitoring the organization's efforts as it relates to Massachusetts residents to ensure that this is an appropriate outlet to positively impact our community.
3. R and R has registered with the Equity Services program of the Cannabis Control Commission to aid such as business planning, cultivation assistance, and culinary assistance. R and R plans to provide aide to two Equity Services companies/individuals annually.

Measurements:

1. Track number of attendees at the information seminars.
2. Record a log of all canceled checks to track annual donations.
3. Keep records to track number of Equity Services Program participants that R and R can assist. Success stories will be shared on company website.
4. Progress or success of the Plan for Positive Impact will be documented upon renewal (one year from provisional licensure, and each year thereafter)

Requirements

1. R and R 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 Marijuana Establishments.
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001354366

1. The exact name of the limited liability company is: R AND R VENTURES LLC

2a. Location of its principal office:

No. and Street: 99 MAIN STREET
PO BOX 698
 City or Town: SHEFFIELD State: MA Zip: 01257 Country: USA

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

No. and Street: 99 MAIN STREET
PO BOX 698
 City or Town: SHEFFIELD State: MA Zip: 01257 Country: USA

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

MANUFACTURING, PACKAGING AND DISTRIBUTION OF SNACK GOODS AND TOPICAL APPLICATIONS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT COHEN
 No. and Street: 1592 COUNTY ROAD
 City or Town: GREAT BARRINGTON State: MA Zip: 01230 Country: USA

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

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	ROBERT EVAN COHEN	99 MAIN STREET SHEFFIELD, MA 01257 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	ROBERT BURNELL	99 MAIN STREET SHEFFIELD, MA 01257 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT EVAN COHEN	99 MAIN STREET SHEFFIELD, MA 01257 USA
REAL PROPERTY	ROBERT BURNELL	99 MAIN STREET SHEFFIELD, MA 01257 USA

9. Additional matters:

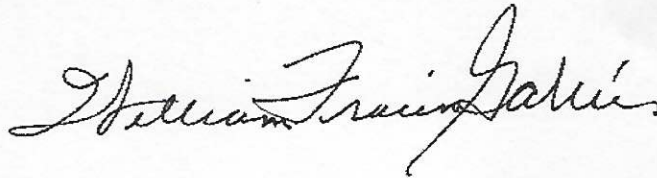
SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of November, 2018,
ROBERT COHEN
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

November 09, 2018 12:07 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

R AND R VENTURES LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT, dated as of the 26th day of June, 2020, is by and among the persons identified as Members on Schedule A (each such person being individually referred to as a “Member” and all such persons being referred to collectively as the “Members”), and each of the persons identified as Managers on Schedule A, hereto (each such person being individually referred to as a “Manager” and all such persons being referred to collectively as the “Managers”).

WHEREAS, R and R Ventures LLC (the “LLC”) has been formed as a limited liability company under the Massachusetts Limited Liability Company Act (the “Act”) by the filing of a Certificate of Organization (the “Certificate”) in the office of the Secretary of State of the Commonwealth of Massachusetts; and

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

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

ARTICLE I

Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below.

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

“Adjusted Capital Account” means, for each Member, such Member’s Capital Account balance increased by such Member’s share of “minimum gain” and of “partner nonrecourse debt minimum gain” (as determined pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), respectively).

“Affiliate” shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

“Agreement” means this Operating Agreement as it may be amended, supplemented or

restated from time to time.

“Bankruptcy” means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- (vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or
- (vii) 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

“Board of Managers” or “Board” means the Board of Managers described in Article VI of this Agreement.

“Capital Account” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

- (i) There shall be credited to each Member’s Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g)) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject, and such Member’s share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members, and there shall be charged against each Member’s Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g)) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject, and such Member’s share of the Net Losses of the LLC and of any items in the nature of loss or deduction separately allocated to the Members.
- (ii) In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

“Capital Transaction” means a sale or other disposition of all or a portion of the LLC’s property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC’s business and any refinancing.

“Carrying Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, provided, however, that (i) the initial Carrying Value of any asset

contributed to the LLC shall be adjusted to equal its gross fair market value as determined by the Board of Managers at the time of its contribution and (ii) the Carrying Values of all assets held by the LLC shall be adjusted to equal their respective gross fair market values (taking I.R.C. § 7701(g) into account) upon an election by the LLC to revalue its property in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and upon liquidation of the LLC. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

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

“Clerk” means the persons occupying the office of Clerk (as provided in Section 6.04) at any time, or from time to time.

“Consent” means the written consent or approval of more than 50 percent in interest, based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

“Distributable Cash” means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

(i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items which are customarily considered to be “operating expenses”;

(ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC and (B) any Voluntary Loans;

(iii) payments made to purchase inventory or capital assets and for capital construction, rehabilitation, acquisitions, alterations and improvements; and

(iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, which are deemed by the Board of Managers to be necessary to meet the current and anticipated future needs of the LLC.

“Immediate Family” (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a legal representative, means the Immediate Family of the individual for whom such legal representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

“Invested Capital” means, at any point in time, for any Member, the excess of (i) the

aggregate amount of the capital contributed to the LLC by such Member over (ii) the aggregate amount distributed (or deemed distributed) to such Member pursuant to Section 4.01(b).

“I.R.C.” means the Internal Revenue Code of 1986, as amended from time to time.

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

“LLC” means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

“Manager” refers to any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person’s capacity as (and for the period during which such person serves as) a Manager of the LLC. “Managers” or “Board of Managers” shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Managers of the LLC.

“Member” refers severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person’s capacity as a Member of the LLC. “Members” shall refer collectively to all such persons in their such capacities as Members.

“Member-Manager” means any Member who is also a Manager.

“Net Profits” and “Net Losses” mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a) computed with the following adjustments:

(i) items of gain, loss and deduction shall be computed based upon the Carrying Values of the LLC’s assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets’ adjusted bases for federal income tax purposes;

(ii) any tax-exempt income received by the LLC shall be included as an item of gross income;

(iii) the amount of any adjustment to the Carrying Value of any LLC asset pursuant to I.R.C. § 734(b) or I.R.C. § 743(b) that is required to be reflected in the Capital Accounts of the Members pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

(iv) any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in I.R.C. § 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense;

(v) the amount of items of income, gain, loss or deduction specially allocated to any Members pursuant to Section 5.02 shall not be included in the computation;

(vi) the amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and

(vii) the amount of any unrealized gain or unrealized loss with respect to the assets of the LLC that is reflected in an adjustment to the Carrying Values of the LLC’s assets pursuant to clause (ii) of the definition of “Carrying Value” shall be included in the

computation as items of income or loss, respectively.

“Percentage Interest” shall be the percentage interest of a Member set forth in Schedule A, as amended from time to time [, and subject to adjustment pursuant to Section 3.02].

“Chief Executive Officer” means the person occupying the office of Chief Executive Officer (as provided in Section 6.04) of the LLC at any time, or from time to time.

“Priority Return” means, at any point in time, for any Member, that amount which, when considered together with all amounts previously distributed (or deemed distributed) to such Member pursuant to Section 4.01(a), will result in such Member having received a 2.5% cumulative return, compounded annually, on such Member’s weighted average Invested Capital.

“Securities Act” means the Securities Act of 1933, as amended.

“Target Balance” means, for each Member at any point in time, either (i) a positive amount equal to the net amount, if any, the Member would be entitled to receive or (ii) a negative amount equal to the net amount the Member would be required to pay or contribute to the LLC or to any third party, assuming, in each case, that (A) the LLC sold all of its assets for an aggregate purchase price equal to their aggregate Carrying Value (assuming for this purpose only that the Carrying Value of any asset that secures a liability that is treated as “nonrecourse” for purposes of Treasury Regulation Section 1.1001-2 is no less than the amount of such liability that is allocated to such asset in accordance with Treasury Regulation Section 1.704-2(d)(2)); (B) all liabilities of the LLC were paid in accordance with their terms from the amounts specified in clause (A) of this sentence; (C) any Member that was obligated to contribute any amount to the LLC pursuant to this Agreement or otherwise (including the amount a Member would be obligated to pay to any third party pursuant to the terms of any liability or pursuant to any guaranty, indemnity, or similar ancillary agreement or arrangement entered into in connection with any liability of the LLC) contributed such amount to the LLC; (D) all liabilities of the LLC that were not completely repaid pursuant to clause (B) of this sentence were paid in accordance with their terms from the amounts specified in clause (C) of this sentence; and (E) the balance, if any, of any amounts held by the LLC was distributed in accordance with Section 4.01 hereof.

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

“Treasurer” shall mean the person occupying the office of Treasurer (as provided in Section 6.04) of the LLC at any time, or from time to time.

“Voluntary Loan” shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01 Name of the Limited Liability Company. The name of the limited liability company formed hereby is R and R Ventures LLC. The name of the LLC may be changed at any

time, or from time to time, with the approval of the Board of Managers and the Consent of the Members.

2.02 Office of the Limited Liability Company; Agent for Service of Process. The address of the registered office of the LLC for purposes of Section 5 of the Act is 700 S. Main St., Sheffield, MA 01257. The name and address of the resident agent for service of process for the LLC is Robert Cohen 1592 County Rd. Great Barrington, MA 01230. The Board of Managers may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.04 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Board of Managers may cause the LLC to change, from time to time, its resident agent for service of process, or the location of its registered office in Massachusetts, provided, however, that the Board of Managers shall promptly notify all Members in writing of any such change.

2.03 Organization. The Board of Managers shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.04 Purposes and Powers. The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of the cultivation and marketing of agricultural products, including cannabis, and to engage in any activities directly or indirectly related or incidental thereto.

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

- (a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;
- (b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;
- (c) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;
- (d) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts; and
- (e) to take any other action not prohibited under the Act or other applicable law.

2.05 Members. The Members of the LLC are identified on Schedule A hereto. Additional Members may be admitted to the LLC (i) pursuant to and in accordance with Section 3.02(c) and Article VIII hereof

2.06 Designation of Managers. The persons identified on Schedule A hereto as

“Managers” are currently serving as the managers of the LLC. Managers shall be elected by the Members in accordance with the provisions of Section 6.02, below. Any Manager may withdraw or be removed as a manager of the LLC and other persons may be added or substituted as Managers, only in the manner specified in Section 6.02, below.

2.07 Managers as Members. Any Manager may hold an interest in the LLC as a Member, and such person’s rights and interest as a Manager shall be distinct and separate from such person’s rights and interest as a Member.

2.08 Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to the Members’ capital contributions, provided, however, that under applicable law, the Members may, under certain circumstances, be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account; and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of the LLC’s powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

2.09 Notices of Default. No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members, nor, subject to the provisions of Section 3.02(b), shall any Member or Manager be obligated to make any capital contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC’s obligations or the loss or termination of all or any part of the LLC’s assets or business.

2.10 Investment Representations. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member’s admission to the LLC, hereby represents and warrants to the LLC the following.

(a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

(b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in

investing in the LLC and to make an informed investment decision with respect to such investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If the Member is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement have been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 Capital Accounts. For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 Capital Contributions. (a) Each Member has contributed to the capital of the LLC the amount set forth opposite his, her or its name on Schedule A, attached hereto.

(b) If the Board of Managers determines at any time, or from time to time, that the LLC requires funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, in excess of the amounts generated from the LLC's operations and the amounts specified on Schedule A hereto, and such funds are not available from third-party lenders on terms acceptable to the Board of Managers in its sole discretion, the Members may, but shall not be required to, contribute any such additional capital. Members electing to contribute such additional capital shall contribute such portions thereof as they may agree upon, or, if they are unable to agree, each such Member shall contribute a portion of the total amount required based on its Percentage Interest and the Percentage Interests of all other contributing Members. In connection with any such contribution of additional capital by the Members, the Percentage Interests of the Members shall be modified as follows.

(i) Each Member's percentage ownership shall be reduced pro rata to maintain the same value per percentage interest.

This Agreement, including Schedule A, hereto, shall be amended to reflect any such adjustment of the Members' Percentage Interests; and each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby consents to any such amendment and the modification of his, her or its Percentage Interest in the manner provided herein, and acknowledges that, in connection with any such amendment, such Member's Percentage Interest may be diluted.

Each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby (i) consents to the admission of any such third party on such terms as the Board of Managers may determine (subject to the provisions of this Section 3.02(c)), and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which the third party invests in the LLC; and (ii) acknowledges that, in connection with any admission of any such person, such Member's interest in allocations of Net Profits and Net Losses and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be

diluted or otherwise altered (subject to the provisions of this Section 3.02(c)).

(d) Each Member hereby constitutes and appoints each person serving from time to time as a Manager, Chief Executive Officer (CEO), Chief Operating Officer (COO) and Treasurer, and each of them acting singly, and each partner or officer thereof as such Member's agent and attorney in fact for the purpose of amending this Agreement, including Schedule A hereto, in such manner as may be necessary or appropriate from time to time, to reflect the modifications of the Members' Percentage Interests pursuant to Section 3.02(b), and the admission of any additional Member pursuant to Section 3.02(c). Any such amendment, when prepared by said attorney in fact, shall be deemed a part of this Agreement and incorporated herein by reference, as of the effective date of such amendment, to the same extent as if attached hereto and incorporated herein by this reference on the date hereof. The power of attorney contained in this Section 3.02(d) is coupled with a membership interest and, therefore, is irrevocable and shall survive the death, dissolution, bankruptcy or incapacity of any Member.

3.03 No Withdrawal of or Interest on Capital. Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 Third-Party Loans. In the event that the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Board of Managers.

3.05 Voluntary Loans. In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Board of Managers in its sole discretion or from the Members or a third party pursuant to Section 3.02, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members, shall be evidenced by a promissory note; shall be collateralized by such assets of the LLC as the lending Member and the Board of Managers shall determine, shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest announced from time to time by The Wall Street Journal shall be repaid out of the first funds available therefor after payment of LLC expenses to third parties and in any event prior to any distribution to any Member of Distributable Cash; and shall be due and payable in full on the fifth anniversary of the date on which any such loan is made.

ARTICLE IV

Cash Distributions

4.01 Distribution of Distributable Cash and Net Proceeds upon Liquidation. Except as provided in Section 4.03 and Section 9.04, Distributable Cash and net proceeds upon

liquidation of the LLC shall be distributed to the Members, at such times and in such amounts as the Board of Managers may approve, as follows:

- (a) first, to the Members in proportion to their respective amounts of Priority Return until the Priority Return of each Member has been reduced to zero;
- (b) second, to the Members in proportion to their respective amounts of Invested Capital until the Invested Capital of each Member has been reduced to zero; and
- (c) third, the balance, if any, to the Members in accordance with their Percentage Interests.

4.02 Distributions Among Members. Distributable Cash and net proceeds upon liquidation of the LLC distributable hereunder to the Members (or to any group of Members) as a group shall be distributed among them based on their respective Percentage Interests in the LLC, as set forth on Schedule A.

4.03 Tax Distributions. Except as provided in Section 9.04, during, or within 46 days following the end of, each fiscal year of the LLC, the LLC shall distribute to each Member in cash an amount equal to the aggregate federal and state income tax liability such Member would have incurred as a result of such Member's ownership of an interest in the LLC determined as if (i) each Member was a natural person residing in the Commonwealth of Massachusetts; (ii) all taxes were imposed at the maximum potentially applicable marginal rate of tax applicable to income taking into account the nature of the income (e.g., as ordinary income or long term capital gain); (iii) the amount of tax determined with respect to the Commonwealth of Massachusetts was deductible for federal income tax purposes; and (iv) taking into account all carryovers of losses or credits from prior years. Notwithstanding the foregoing, such distributions may be reduced or not made with respect to any fiscal year if the funds of the LLC are not available therefor (and the LLC shall not be obligated to borrow money, call for capital contributions from the Members or sell assets in order to generate sufficient cash to make any such distribution). Amounts otherwise distributable to a Member pursuant to this Section 4.03 with respect to a fiscal year shall be reduced by any amounts distributed to such Member pursuant to any provision of this Agreement during such year (other than amounts distributed pursuant to this Section 4.03 with respect to a prior fiscal year). Amounts distributed to a Member pursuant to this Section 4.03 shall be treated as advances against amounts otherwise distributable to the Member pursuant to this Agreement and, accordingly, shall reduce the amount of any subsequent distribution to the Member.

4.04 Withholding and Other Taxes. If the Manager determines in good faith that there is a material possibility that the LLC may be obligated to pay (or collect and pay over) the amount of any tax with respect to any Member's share of any income or distributions from the LLC, the LLC shall pay (or collect and pay over) the amount of such tax to the appropriate taxing authority. Any amount so paid with respect to a Member shall reduce the amount of any distribution that the Member would otherwise be entitled to receive at the time of the payment. If the amount paid with respect to a Member exceeds the amount of distributions then payable to such Member, such excess shall be treated as a loan to the Member from the LLC, payable with interest at the rate of the prime rate of interest announced from time to time by The Wall Street Journal plus three percent (3%) within ten (10) days after such time that the LLC makes payment to the appropriate taxing authority. If for any reason the amount of such loan is not timely paid, then such unpaid

amount plus any accrued but unpaid interest thereon shall be set off against any future distributions to which such Member otherwise would have been entitled. For purposes of this Agreement, the amount of any reduction in a distribution that would otherwise be made to a Member pursuant to this Section 4.04 shall be treated as if distributed to such Member at the time it otherwise would have been distributed.

4.05 Distribution of Assets in Kind. No Member shall have the right to require the LLC to distribute any of its assets in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Board of Managers. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Board of Managers, receive separate assets of the LLC, and not an interest as a tenant in common with other Members entitled to any such asset being distributed.

ARTICLE V

Allocation of Net Profits and Net Losses

5.01 Basic Allocations.

(a) Except as provided in Section 5.02 (which shall be applied first), the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

(b) Except as provided in Section 5.02 (which shall be applied first), any Net Profits and Net Losses arising from a Capital Transaction or upon liquidation of the LLC shall be allocated to the Members in such proportions and in such amounts as may be necessary so that following such allocations, the Adjusted Capital Account balance of each Member equals such Member's then Target Balance.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to Section 5.01(b) for a period is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's Target Balance, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective Target Balances in proportion to such differences.

5.02 Regulatory Allocations. Notwithstanding the provisions of Section 5.01 above, the following allocations shall be made in the following order of priority:

(a) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the LLC for any year shall be allocated to the Members in accordance with their respective Percentage Interests, provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable

period shall be allocated to the Members in the manner and to the extent required by the “qualified income offset” provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the LLC be allocated to a Member if such allocation would cause or increase a negative balance in such Member’s Adjusted Capital Account (determined, for purposes of this Section 5.02(d) only, by increasing the Member’s Adjusted Capital Account balance by the amount the Member is obligated to restore to the LLC pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) and decreasing it by the amounts specified in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)).

(e) In the event that items of income, gain, loss or deduction are allocated to one or more Members pursuant to subsections (c) or (d), above, subsequent items of income, gain, loss or deduction from operations will first be allocated (subject to the provisions of subsections (c) and (d)) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what it would have been if the original allocation of items pursuant to subsections (c) or (d) had not occurred.

(f) Except as otherwise provided herein or as required by I.R.C. § 704, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses, provided, however, that if the Carrying Value of any property of the LLC differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under I.R.C. § 704(c).

5.03 Timing of Allocations. Allocations of Net Profits, Net Losses and other items of income, gain, loss and deduction pursuant to this Article V shall be made for each fiscal year of the LLC as of the end of such fiscal year; provided, however, that if the Carrying Values of the assets of the LLC are adjusted in accordance with clause (ii) of the definition of “Carrying Value,” the date of such adjustment shall be considered to be the end of a fiscal year for purposes of computing and allocating such Net Profits, Net Losses and other items of income, gain, loss and deduction.

ARTICLE VI

Management

6.01 Management of the LLC. The business and affairs of the LLC shall be managed by or under the direction of a Board of Managers, who may exercise all of the powers of the LLC except as otherwise provided by law or this Agreement (including, without limitation, Section 6.07, below). In the event of a vacancy in the Board of Managers, the remaining Managers (except as otherwise provided by law) may exercise the powers of the full Board until the vacancy is filled.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Board of Managers, and the Members shall have no voting rights except as specifically provided in this Agreement.

Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties.

Specifically, but not by way of limitation, and subject to the provisions of Section 6.07,

the Board of Managers shall be authorized in the name and on behalf of the LLC, to cause the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;
- (ii) to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;
- (iii) to employ executive, administrative and support personnel in connection with the business of the LLC; and to pay salaries, expense reimbursement, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Board of Managers in its sole discretion, to provide executive, administrative and support services in connection with the business of the LLC;
- (iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC, and to pay fees, expenses, salaries, wages and other compensation to such persons;
- (v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, on such terms as it may determine and on such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (vi) to determine the appropriate accounting method or methods to be used by the LLC;
- (vii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 or any similar provisions enacted in lieu thereof, and in any other section of the I.R.C.;
- (viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;
- (ix) to pay all organizational expenses, and general and administrative expenses of the LLC;
- (x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from the LLC, including, without limitation, any Member or Manager;
- (xi) to engage in any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the LLC;
- (xii) to pay any and all fees and to make any and all expenditures that the Board of Managers, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the offering and sale of membership interests in the LLC, the management of the affairs of the LLC, and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;
- (xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Board of Managers may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Board of Managers to be in the best interests of the LLC;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the LLC; and

(xvii) to perform any other act that the Board of Managers may deem necessary, convenient or desirable for the LLC or its business.

6.02 Managers.

(a) Number, Election and Qualification. The number of Managers who shall constitute the whole Board of Managers shall be determined by resolution of the Members or the Board of Managers, but in no event shall such number be less than three nor more than seven unless the Members specifically vote pursuant to Section 6.03(c) to cause the LLC to be Member-managed, in which case there shall be no Board of Managers. Subject to the preceding sentence, the number of Managers may be decreased at any time, and from time to time, either by the Members or by a majority of the Managers then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal or expiration of the term of one or more Managers. The Managers shall be elected at an annual meeting of Members by such Members as have the right to vote at such election. Managers need not be Members of the LLC.

The number of members of the Board of Managers is hereby initially fixed at three, and the persons identified as "Managers" on Schedule A, hereto, are currently serving as the Managers.

Each person elected to serve as a Manager of the LLC shall sign this Agreement, or a counterpart hereof or amendment hereto, or other writing pursuant to which such person (i) acknowledges receipt of a copy of this Agreement, as amended and in effect as of the date of such writing; (ii) agrees that he or she is a party to and is bound by this Agreement, including the power of attorney set forth below; (iii) agrees to perform the duties of a Manager hereunder; and (iv) agrees to execute and deliver such additional agreements, instruments, certificates and documents, including, without limitation, an amendment to the Certificate, which may be necessary, appropriate or convenient to reflect the foregoing matters and the election of such person as a Manager of the LLC.

Upon the death, resignation, removal or expiration of the term of any Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement; (ii) such Terminated Manager shall have no further obligations or rights under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation, removal or expiration of his or her term, such as, for example, rights to indemnification under Section 6.10 that relate to actions or omissions occurring during such person's service as a Manager), and (iii) no writing or instrument shall be required to be executed by the LLC or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or his or her legal representative or attorney

in fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or document, including an amendment to the Certificate that may be reasonably required to reflect that the Terminated Manager is no longer a Manager of the LLC.

Each person now or hereafter serving as a Manager of the LLC, by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may, from time to time, be serving as a Manager, and each of them acting singly, such Manager's agent and attorney in fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including, without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the LLC following the death, resignation, removal or expiration of the term of such Manager, which power of attorney is hereby agreed and acknowledged to be irrevocable, and shall survive the resignation, removal, expiration of the term, death, dissolution, bankruptcy or incapacity of any Manager until such time as the withdrawal of such Manager from the LLC has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) Enlargement of the Board. Subject to Section 6.02(a), above, the number of Managers may be increased at any time, and from time to time, by the Members or by a majority of the Managers then in office.

(c) Tenure. Each Manager shall hold office until the next annual meeting and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(d) Vacancies. Unless and until filled by the Members, any vacancy in the Board of Managers, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Managers then in office, although less than a quorum, or by a sole remaining Manager. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a Manager, chosen to fill a position resulting from an increase in the number of Managers, shall hold office until the next annual meeting of Members and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(e) Resignation. Any Manager may resign by delivering his or her written resignation to the LLC at its principal office or to the Chief Executive Officer or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event.

(f) Regular Meetings. Regular meetings of the Board of Managers may be held without notice at such time and place, either within or without the Commonwealth of Massachusetts, as shall be determined from time to time by the Board of Managers, provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Managers may be held without notice, immediately after and at the same place as the annual meeting of Members.

(g) Special Meetings. Special meetings of the Board of Managers may be held at any time and place, within or without the Commonwealth of Massachusetts, designated in a call by the Chief Executive Officer, two or more Managers, or by one Manager in the event that there is only a single Manager in office.

(h) Notice of Special Meetings. Notice of any special meeting of Managers shall be given to each Manager by the Clerk or by the officer or one of the Managers calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least 24 hours in advance of the meeting; (ii) by sending a telegram or telex, or delivering written notice by hand, to the Manager's last known business or home address at least 24 hours in advance of the meeting; or (iii) by mailing written notice to the Manager's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purpose of the meeting.

(i) Meetings by Telephone Conference Calls. Managers, or any members of any committee designated by the Managers, may participate in a meeting of the Board of Managers or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) Quorum. A majority of the total number of the whole Board of Managers shall constitute a quorum at all meetings of the Board of Managers. In the event that one or more of the Managers shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified, provided, however, that in no case shall less than one-third of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

(k) Action at Meeting. At any meeting of the Board of Managers at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action unless a different vote is specified by law, the Certificate or this Agreement.

(l) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Managers, or of any committee of the Board of Managers, may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

(m) Removal. Except as otherwise provided by the Act, any one or more or all of the Managers may be removed, with or without cause, by Members holding a majority of the Percentage Interests then held by all Members, except that the Managers elected by the holders of a particular class or series of Members may be removed without cause only by a vote of Members holding a majority in Percentage Interest of such class or series.

(n) Committees. The Board of Managers may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managers of the LLC. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting, and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Managers and subject to the provisions of the

Act, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the LLC. Each such committee shall keep minutes and make such reports as the Board of Managers may from time to time request. Except as the Board of Managers may otherwise determine, any committee may make rules for the conduct of the committee's business, but unless otherwise provided by the Managers or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in this Agreement for the Board of Managers.

(o) Compensation of Managers. Managers may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Managers may from time to time determine. No such payment shall preclude any Manager from serving the LLC or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

6.03 Members.

(a) Place of Meetings. All meetings of Members shall be held at such place within or without the Commonwealth of Massachusetts as may be designated from time to time by the Board of Managers or the Chief Executive Officer or, if not so designated, at the registered office of the LLC.

(b) Annual Meeting. There shall be held an annual meeting of Members for the election of Managers and for the transaction of such other business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Board of Managers or the Chief Executive Officer (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Managers or the Chief Executive Officer, and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and, in such case, all references in this Agreement to the annual meeting of the Members shall be deemed to refer to such special meeting.

(d) Special Meetings. Special meetings of Members may be called at any time by the Chief Executive Officer or by the Board of Managers. Business transacted at any special meeting of Members shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(e) Notice of Meetings. Except as otherwise provided by law, written notice of each meeting, whether annual or special, of Members, shall be given not less than 10 nor more than 60 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is deemed given when deposited in the U.S. mail, postage prepaid, directed to the Member at his or her address as it appears on the records of the LLC.

(f) Voting List. The officer who has charge of the membership ledger of the LLC shall prepare, at least 10 days before every meeting of Members, a complete list, arranged in alphabetical order, of the Members entitled to vote at the meeting, that shows the address of each Member and such Member's Percentage Interest. Such list shall be open to the examination of any Member for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, at a place within the

city where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any Member who is present.

(g) Quorum. Except as otherwise provided by law, the Certificate or this Agreement, the holders of a majority of the Percentage Interests of the LLC who are entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

(h) Adjournments. Any meeting of Members may be adjourned to any other time and to any other place at which a meeting of Members may be held under this Agreement by the Members present or represented at the meeting and entitled to vote, although less than a quorum; or, if no Member is present, by any officer entitled to preside at or to act as Clerk of such meeting. It shall not be necessary to notify any Member of any adjournment of less than 30 days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken unless, after the adjournment, a new record date is fixed for the adjourned meeting. At the adjourned meeting, the LLC may transact any business that might have been transacted at the original meeting.

(i) Voting and Proxies. Each Member of record shall be entitled to vote at a meeting of Members, or to express consent or dissent to LLC action in writing without a meeting. A Member may vote or express such consent or dissent in person or may authorize another person or persons to vote or act for him or her by written proxy executed by the Member or his or her authorized agent and delivered to any officer of the LLC. No such proxy shall be voted or acted on after three years from the date of its execution unless the proxy expressly provides for a longer period.

(j) Action at Meeting. When a quorum is present at any meeting, the Members representing a majority of the total Percentage Interests of all Members entitled to vote (or, if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the total Percentage Interests of that class entitled to vote on such matter) shall decide any matter to be voted on by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate or this Agreement.

(k) Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of Members of the LLC may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Members having not less than the minimum aggregate Percentage Interests that would be necessary to authorize or take such action at a meeting at which all Members to vote on such action were present and voted. Prompt notice of taking an action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

(l) Record Date. The Board of Managers may fix in advance a date as a record date for the determination of the Members entitled to notice of or to vote at any meeting of Members or to express consent (or dissent) to LLC action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights in respect of any change, conversion or exchange of interests, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a written consent without a meeting, nor more than 60 days prior to any other action to

which such record date relates.

If no record date is fixed, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Managers is necessary, shall be the day on which the first written consent is properly delivered to the LLC. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Managers adopts the resolution relating to such purpose.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting, provided, however, that the Board of Managers may fix a new record date for the adjourned meeting.

6.04 Officers.

(a) Enumeration. The officers of the LLC shall consist of a Chief Executive Officer (CEO), Chief Operating Officer (COO) and Treasurer, and such other officers with such other titles as the Board of Managers shall determine, including a Chairman of the Board and a Vice-Chairman of the Board, and one or more Assistant Treasurers, and Assistant Clerks. The Board of Managers may appoint such other officers as it may deem appropriate.

(b) Election. The Chief Executive Officer, Treasurer and Clerk shall be elected annually by the Board of Managers at its first meeting following the annual meeting of Members. Other officers may be appointed by the Board of Managers at such meeting or at any other meeting.

(c) Qualification. No officer need be a Member or a Manager. Any two or more offices may be held by the same person.

(d) Tenure. Except as otherwise provided by law, by the Certificate or by this Agreement, each officer shall hold office until his or her successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him or her, or until his or her earlier death, resignation or removal.

(e) Resignation and Removal. Any officer may resign by delivering his or her written resignation to the LLC at the LLC's principal office or to the Chief Executive Officer (CEO), Chief Operating Officer (COO) or Treasurer or any Manager. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any officer may be removed at any time, with or without cause, by vote of a majority of the entire number of Managers then in office (which entire number shall be determined exclusive of any officer who is the subject of the proposed removal).

Except as the Board of Managers may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the LLC.

(f) Vacancies. The Board of Managers may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled any office for such period as it may determine. Each such successor shall hold office for the unexpired term of his or her

predecessor and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

(g) Chairman of the Board and Vice-Chairman of the Board. The Board of Managers may appoint a Chairman of the Board and may designate the Chairman of the Board as Chief Executive Officer. If the Board of Managers appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Managers. If the Board of Managers appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may, from time to time, be vested in him or her by the Board of Managers.

(h) Chief Executive Officer. The Chief Executive Officer shall, subject to the direction of the Board of Managers, have general charge and supervision of the business of the LLC. Unless otherwise provided by the Board of Managers, he or she shall preside at all meetings of the Members, and, if he or she is a Manager, at all meetings of the Board of Managers. Unless the Board of Managers has designated the Chairman of the Board or another officer as Chief Executive Officer, the Chief Executive Officer shall be the Chief Executive Officer of the LLC. The Chief Executive Officer shall perform such other duties and shall have such other powers as the Board of Managers may, from time to time, prescribe.

(i) Chief Operating Officer. Any Chief Operating Officer shall perform such duties and possess such powers as the Board of Managers or the Chief Executive Officer may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer, the Chief Operating Officer (or if there shall be more than one, the Chief Operating Officers in the order determined by the Board of Managers) shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The Board of Managers may assign to any Chief Operating Officer the title of Executive Chief Operating Officer, Senior Chief Operating Officer or any other title selected by the Board of Managers.

(j) Clerk and Assistant Clerks. The Clerk shall perform such duties and shall have such powers as the Board of Managers or the Chief Executive Officer may, from time to time, prescribe. In addition, the Clerk shall perform such duties and have such powers as are incident to the office of the clerk of a corporation, including, without limitation, the duty and power to give notices of all meetings of Members and special meetings of the Board of Managers, to attend all meetings of Members and the Board of Managers and keep a record of the proceedings, to maintain a stock ledger and prepare lists of Members and their addresses as required, and to be custodian of the LLC records.

Any Assistant Clerk shall perform such duties and possess such powers as the Board of Managers, the Chief Executive Officer or the Clerk may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Clerk, the Assistant Clerk (or if there shall be more than one, the Assistant Clerks in the order determined by the Board of Managers) shall perform the duties and exercise the powers of the Clerk.

In the absence of the Clerk or any Assistant Clerk at any meeting of Members or Managers, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

(k) Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may, from time to time, be assigned to him or her by the Board of Managers or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of the treasurer of a corporation, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the LLC, to deposit funds of the LLC in depositories selected in accordance with this Agreement, to disburse such funds as ordered by the Board of Managers, to make proper accounts of such funds, and to render as required by the Board of Managers statements of all such transactions and of the financial condition of the LLC. The Assistant Treasurers shall perform such duties and possess such powers as the Board of Managers, the Chief Executive Officer or the Treasurer may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Managers) shall perform the duties and exercise the powers of the Treasurer.

(l) Salaries. Officers of the LLC shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed, from time to time, by the Board of Managers.

6.05 Interpretation of Rights and Duties of Managers and Members. To the fullest extent permitted by the Act and other applicable law, and to the extent not inconsistent with the specific provisions of this Agreement or the Certificate, it is the intention of the parties as follows:

(i) the Board of Managers shall have the power to do any and all acts, statutory and otherwise, with respect to the LLC that the board of directors of a Massachusetts corporation would have with respect to such Massachusetts corporation; and

(ii) the Members shall have no power or authority whatsoever with respect to the management of the business and affairs of the LLC.

6.06 Certain Permitted Transactions. Without limitation of any of its powers set forth in Section 6.01, above, the Board of Managers is expressly authorized, for, in the name of, and on behalf of, the LLC:

(i) to purchase and lease real property that they deem suitable for the cultivation of cannabis;

(ii) to apply for and obtain all permits and licenses necessary to conduct the business of the LLC;

(iii) to process, finish and sell any crops cultivated by the LLC.

6.07 Member Approval Requirements. Notwithstanding the provisions of Section 6.01 or any other provision of this Agreement to the contrary, without the prior written Consent of the Members, the Board of Managers shall not cause the LLC to (and the LLC shall not) take any of the following actions:

(i) sell all or substantially all of the assets of the LLC;

(ii) cause the LLC to enter into any agreement or arrangement with any of the Managers or any of their respective Affiliates (except for the arrangements described in Sections 6.02(o) and 6.06, above), pursuant to which any Manager or any of such Affiliates is to receive compensation of any kind.

6.08 Binding the LLC. Except as the Board of Managers may generally or in any particular case or cases otherwise authorize, and subject to the other provisions of this Agreement and the Certificate, all deeds, leases, contracts, bonds, notes, checks, drafts or

other obligations made, accepted or endorsed by the LLC shall be signed by any Manager, the Chairman of the Board, if any, the Chief Executive Officer, any Chief Operating Officer or the Treasurer, or any of them acting singly.

6.09 Contracts with Members. Subject to the provisions of Section 6.07(ii), with the approval of a majority in number of disinterested Managers in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements; and, if the Board of Managers determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error.

6.10 Indemnification and Exculpation.

(a) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

(b) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. No Member shall be a fiduciary of or have any fiduciary obligations to the other Members in connection with the LLC or this Agreement or such Member's performance of its obligations under this Agreement, and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(c) Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC. Without limiting the foregoing, the Board of Managers may elect (on a case-by-case basis) to permit such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.10, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

(d) Any indemnity under this Section 6.10 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability

insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.11 Other Activities.

(a) Except as provided in Section 6.11(b), below, the Members, Managers and any Affiliates of any of them, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

(b) No Member or Manager, nor any Affiliate of any Member or Manager (either individually, collectively or with others) shall, without the prior Consent of the other Members, conduct any business (as a developer, investor or lender) that competes with the business of the LLC or any portion thereof at any time during the term of the LLC.

ARTICLE VII

Fiscal Matters

7.01 Books and Records.

The Board of Managers shall keep or cause the Treasurer to keep complete and accurate books and records of the LLC in accordance with federal income tax principles and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC for examination and copying by any officer, Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each officer, Member and Manager; a copy of this Agreement and any amendments thereto; the Certificate, including all certificates of amendment thereto; executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed; and copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC required by Section 5 of the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 Reports. Within 120 days after the end of each fiscal year, the Board of Managers shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position,. Within 90 days after the end of each fiscal year, the Board of Managers shall furnish (or cause to be furnished) to all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be

made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

7.03 Bank Accounts. The Board of Managers or the Treasurer shall be responsible for causing one or more accounts to be maintained in a bank (or banks) that is a member of the FDIC, which accounts shall be used for the payment of the expenditures incurred by the Board of Managers and the officers in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short-term investments, including securities issued or fully guaranteed by United States government agencies; certificates of deposit of banks; bank repurchase agreements covering the securities of the United States government; commercial paper rated A or better by Moody's Investors Services, Inc.; money market funds; interest-bearing time deposits in banks and thrift institutions; and such other similar investments as the Board of Managers may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Board of Managers (or the Treasurer or such other officers of the LLC, as authorized by the Board of Managers) for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the LLC, and no other funds shall in any way be commingled with such funds. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Board of Managers.

7.04 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year]; provided, however, that the last fiscal year of the LLC shall end on the date the LLC liquidates.

7.05 Tax Matters Partner. The Board of Managers shall designate a Member to serve as the "tax matters partner" of the LLC.

If, at any time, such person is not eligible under the I.R.C. to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Board of Managers to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the I.R.C. and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII

Transfers of Interests

8.01 General Restrictions on Transfer of Interests by Members.

(a) No Member may Transfer his, her or its interest in the LLC unless the Board of Managers (acting exclusive of any Manager that is, or is affiliated with, the Transferring Member) shall have previously approved such Transfer in writing, the granting or denying of which approval shall be in the Board's absolute discretion.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; (iii) unless approved by the Board of Managers (acting exclusive of any Manager which

is, or is affiliated with, the Transferring Member), would result in a termination of the LLC under I.R.C. § 708; or (iv) unless approved by the Board of Managers (acting exclusive of any Manager which is, or is affiliated with, the Transferring Member), would result in the treatment of the LLC as an association taxable as a corporation or as a “publicly traded limited partnership” for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Board of Managers for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the, Net Profits, Net Losses,, any items in the nature of income, gain, loss or deduction separately allocated to the Members, cash distributions or returns of capital to which his or her assignor would otherwise be entitled.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

(i) the assignor gives the assignee such right;

(ii) the following persons, as applicable, shall have consented to such substitution in writing, the granting or denying of which consent shall be in their absolute discretion:

(x) if the Board of Managers includes one or more Member-Managers (exclusive of any Member-Manager who is, or is affiliated with, the assigning Member), Member-Managers owning at least a Majority of the Percentage Interests owned by all Member-Managers shall have consented to such assignment; or

(y) if clause (x) above is inapplicable, Members (exclusive of any Member who is, or is affiliated with, the assigning Member) owning at least a majority of the Percentage Interests owned by all such Members shall have consented to such assignment;

(iii) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the LLC’s then current Certificate and/or Operating Agreement, if required; and

(iv) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by the Chief Executive Officer, Treasurer or other person authorized by the Board of Managers and by such assignee, and such other instruments, in form and substance satisfactory to the Board of Managers (acting exclusive of any Manager which is, or is affiliated with, the assigning Member), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC, the Board of Managers and the officers of the LLC shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board of Managers and recorded on the books of the LLC. The Board of Managers may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the

LLC or the Board of Managers.

8.02 Transfers of Interests by Members Who Serve as Managers.

(a) A Transfer or assignment of an interest by a Member-Manager shall transfer only the economic interest, rights, duties and obligations of the transferor in its capacity as a Member, and no transferee shall obtain, as a result of such Transfer or assignment, any rights as a Manager.

(b) A Member-Manager who assigns or Transfers all (but not less than all) of his, her or its interest as a Member shall be deemed to have tendered his, her or its resignation as a Manager to the Board of Managers effective as of the date of such transfer or assignment. A majority of the Board of Managers, exclusive of the resigning member, may accept or reject such resignation. If accepted, the acceptance date shall be the effective date of the resignation. Failure to reject such resignation within [30] days after the tender thereof shall be deemed to constitute acceptance of such resignation.

8.03 Restrictions as to Certain Matters. Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Board of Managers may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) The Board of Managers may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Board of Managers that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Board of Managers has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest, and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of eight percent per annum, compounded monthly, but not exceeding the maximum rate permitted by law, and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with

respect to any subsequent Transfer of such interest.

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

8.04 Permitted Transfers. The following Transfers shall be permitted without the approval of the Board of Managers or Members otherwise required under Section 8.01(a), above, but such permitted Transfers shall in any event be subject to Sections 8.01(b) and 8.03, hereof.

(a) An interest as a Member of the LLC may be Transferred, from time to time, to any legal representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family of the transferring Member.

ARTICLE IX

Miscellaneous

9.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon the following events:

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

(b) subject to the provisions of Section 9.02, the death, insanity, expulsion, Bankruptcy or dissolution of a Member, except for a Transfer effected in accordance with the provisions of Article VIII;

9.02 Continuation of the LLC. Notwithstanding the occurrence of an event specified in Section 9.01(b), the LLC shall not be dissolved and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business.

9.03 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The Board of Managers or a liquidator appointed by the Board of Managers, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement

and cause the cancellation of the Certificate.

9.04 Distributions upon Liquidation.

(a) After payment of liabilities owing to creditors, the Board of Managers or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by the Board of Managers or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Board of Managers or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the liquidator shall cause the remaining net assets of the LLC to be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under I.R.C. § 704(b) for all events through and including the distribution in liquidation of the LLC), in proportion to and to the extent of such positive balances. In the event that any part of such net assets consists of notes or accounts receivable or other noncash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

ARTICLE X

General Provisions

10.01 Notices. Except for notices of meetings of Managers and Members, notice of which shall be given in the manner provided in Sections 6.02(h) and 6.03(e), respectively, any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books .

10.02 Word Meanings. Words such as “herein,” “hereinafter,” “hereof” and ““hereunder”” refer to this Agreement as a whole, and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

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

10.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary (provided that, as set forth in Section 6.05, to the

extent not inconsistent with the specific provisions of this Agreement, the Act or the Certificate, the authority of the Board of Managers shall be determined by reference to the Massachusetts General Corporation Law).

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

10.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

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

10.08 Amendments. Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.05, 3.02 and Article VIII, this Agreement may be amended or modified only by a writing approved by the Members, acting by Consent, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members, provided that:

(a) no such amendment shall increase the liability of, increase the obligations of or disproportionately adversely affect the interest of, any Member without the specific approval of such Member (except that an amendment adopted pursuant to Section 2.05 or Section 3.02 may reduce a Member's interest in the LLC without such Member's specific approval);

(b) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests;

(c) no such amendment shall increase the liability of or increase the obligations of the Board of Managers without the prior approval of the Board of Managers; and

10.09 Third-Party Beneficiaries. The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member or Manager in his, her or its capacity as such, who is a creditor) or other person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members or Managers. Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and

supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

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

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

MANAGERS: Maura Stanton, William Stanton, Robert Burnell, & Robert Cohen

DocuSigned by:

Robert Cohen

6/26/2020

Robert Cohen - Chief Operating Officer

Date

NEW MEMBERS:

DocuSigned by:

Kelly A. Cummings

6/26/2020

Kelly A. Cummings

Date

DocuSigned by:

Brian D. Cummings

6/26/2020

Brian D. Cummings

Date

SCHEDULE A TO OPERATING AGREEMENT OF R AND R VENTURES LLCMEMBERS

Names and Addresses of Members	Percentage Interest
William Stanton- <i>Manager</i> Maura Stanton- <i>Manager</i> 111 Summer St. leave MA 01238	37 %
Robert Cohen- <i>Manager</i> Amy Cohen 1592 County Rd. Sheffield, MA 01257	28.4%
Robert Burnell- <i>Manager</i> Michelle Burnell 187 E. Center St. Lee, MA 01238	30.1%
Kelly A. Cummings Brian D. Cummings 270 Bishops Forest Drive Waltham, MA 02452	2.5%
Patricia Jordan David Jordan 10 View Street Dalton MA 01227	1.5%
Lindsey Hausner 425 101 st St. A5 Brooklyn, NY 11269	.5%
Total:	100%



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

mass.gov/dor

Letter ID: L1430326848
Notice Date: September 21, 2020
Case ID: 0-000-985-400



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



R AND R VENTURES LLC
99 MAIN ST UNIT 698
SHEFFIELD MA 01257-7033

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

October 30, 2020

TO WHOM IT MAY CONCERN:

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

R AND R VENTURES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 9, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **ROBERT BURNELL, ROBERT COHEN, WILLIAM STANTON, MAURA STANTON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT BURNELL, ROBERT COHEN, WILLIAM STANTON, MAURA STANTON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT COHEN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Attestation on Status of Good Standing
Massachusetts Department of Unemployment Assistance:

As of this time (1/4/2021) R&R Ventures LLC has no employees. As such we have not registered with the Massachusetts Department of Unemployment Assistance. We are unable to register with the department until hiring employees.

A handwritten signature in black ink, appearing to read 'Robert Cohen', followed by a long horizontal line extending to the right.

Robert Cohen
Chief Operating Officer

Feb 02, 2021

This is a non-binding indication

Insurance Indication Prepared Exclusively For:

R & R Ventures LLC
700 South Main Street
Sheffield, MA 01257

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Indication Information

Named Insured	R & R Ventures LLC
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Product Liability
Policy Term	12 Months
Description of Business	Cultivator/Dispensary/Processor

Premium Summary

Total Premium, Taxes, Fees	
Product Liability Premium	\$4,000.00
Policy Fee	\$250.00
Taxes	\$160.00
Total Amount Due	\$4,410.00*

*Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to:
Please mail payment to:

CIS Insurance Services, LLC
1468 W. 9th Street
Cleveland, OH 44113

Product Liability Indication

Feb 02, 2021

Coverage Information

Coverage	Products Liability
Coverage Form	Claims Made
Retroactive Date	Inception

Limits

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible

Per Claim	\$2,500
	Per Claim

Classification

Operations	Cultivator/Dispensary/Processor
Premium Basis/ Exposure	\$966,496 Sales

Schedule of Named Insureds

R & R Ventures LLC dba R and R Cannabis; R and R Edibles and Topicals

Additional Comments

Defense is within limits

Optional Coverages Available (additional premium may apply and underwriting required)

Limited Pesticide Coverage	Included
Limited Product Withdrawal	\$250,000 limit available for \$1,500 premium , plus tax
Professional Liability Sublimit	\$50,000 Sublimit available for \$350 premium, plus tax
Terrorism	\$100.00 a/p, plus tax

**DECLARATION OF NO KNOWN LOSS
NO MATERIAL CHANGE**

CARRIER NAME: Topa Insurance Company

POLICY NUMBER: TBD

APPLICANT/INSURED NAME: R & R Ventures LLC R and R Cannabis; R and R Edibles and
Topicals

COVERAGE EFFECTIVE DATE:


The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

SIGNATURE:



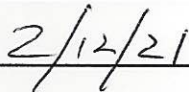
PRINT NAME:



TITLE:



DATE:



FORMS LIST

CG 00 38 (04 13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CG 03 00 (01 96) DEDUCTIBLE LIABILITY INSURANCE
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 (12 07) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 33 59 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG 33 70 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT PRODUCT 02 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS PROD DEC 01 (11 17) PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS
CIS PROD DWL 01 (12 17) AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD EX 001 (10 19) EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002 (11 17) EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003 (11 17) EXCLUSION-NEW ENTITIES
CIS PROD EX 004 (11 17) FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 006 (11 17) EXCLUSION-CROSS SUITS
CIS PROD EX 007 (11 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS PROD EX 008 (11 17) ILLEGAL FERTILIZER EXCLUSION
CIS PROD EX 012 (11 19) EXCLUSION - SPECIFIED DISEASE
CIS PROD EX 013 (05 20) EXCLUSION - COMMUNICABLE DISEASE
CIS PROD NBCR (05 20) EXCLUSION - NUCLEAR, BIOLOGICAL, BIO-CHEMICAL, CHEMICAL AND RADIATION
CIS PROD PEST (11 17) LIMITED PESTICIDE COVERAGE
CIS SUIT T N006 (08 20) SERVICE OF SUIT CLAUSE
CISDEC T 01 (10 17) COMMON POLICY DECLARATIONS - PROD
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**POLICYHOLDERS DISCLOSURE NOTICE
TERRORISM INSURANCE COVERAGE (OFFER AND/OR DECLINATION)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

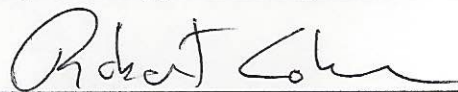
Terrorism Coverage Prospective Premium \$ 100.00.

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Policyholder/Applicant's Signature



Print Name

Policy Number

2/12/21

Date

**NOTICE OF SURPLUS LINES PLACEMENT TO INSURED
CIS INSURANCE SERVICES, LLC
PLEASE READ IT CAREFULLY**

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with CIS Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

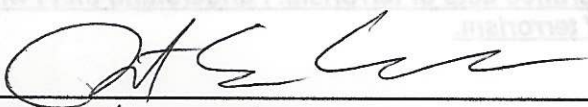
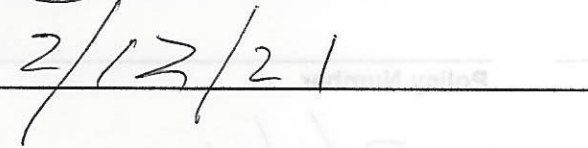
Notice of Administrative Fee:

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Broker and is part of the insurance contract. I also affirm that said fee is reasonable.

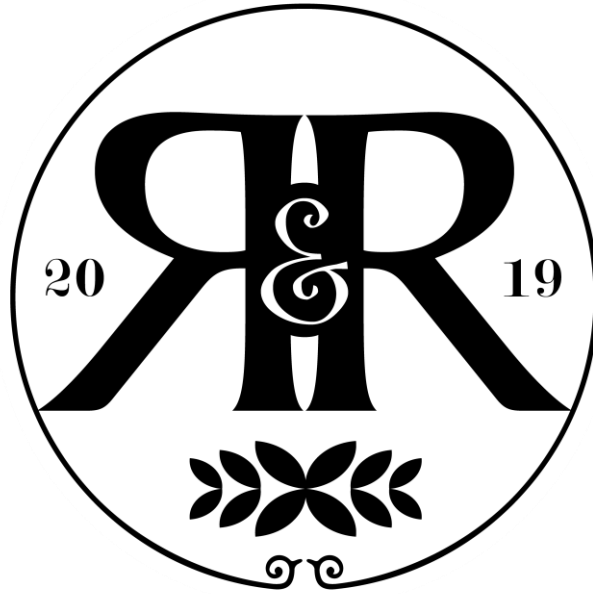
- Amount of Administrative Fee: \$250

Signature: _____

Date: _____

R&R Ventures Business Plan



Small Batch Craft Cannabis



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R and R Cannabis - Lilac Diesel

Mission

R&R Ventures LLC is a Berkshire county resident owned and operated cannabis cultivation, product manufacturing and wholesale distribution company. R&R will produce small batch premium cannabis, as well as quality edibles and topicals augmented with our own cannabis infusions for distribution throughout the state of Massachusetts.

Executive Summary

Once operational, R&R will be strongly positioned to capitalize on the rapid growth of the retail market throughout the state of Massachusetts for high quality, cannabis, and unique infused edibles.

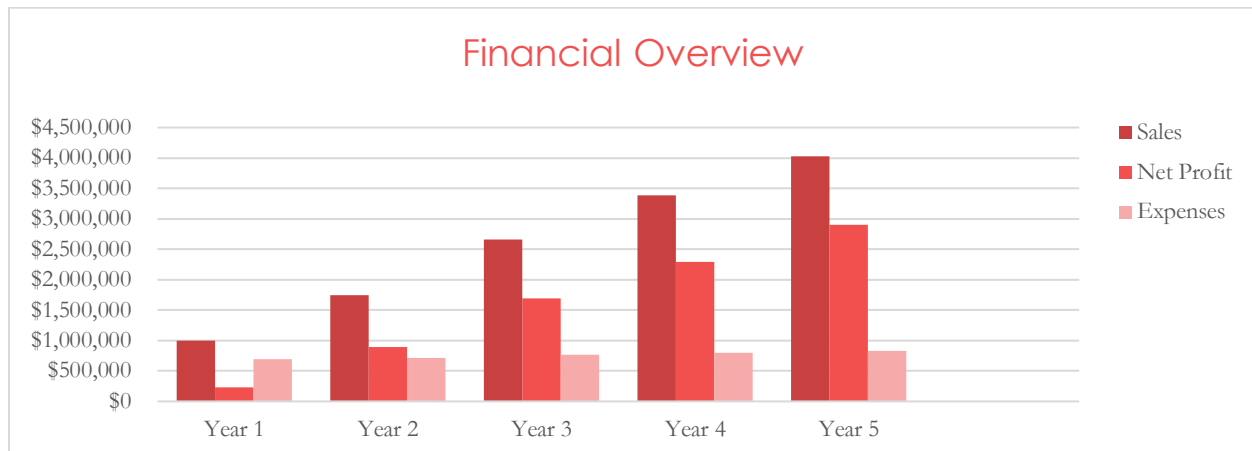
Robert Burnell, our president, has honed his culinary and operational skills through 30 years of work in the food industry. An accomplished chef and operator by trade, he has developed a reputation for culinary excellence as well as exemplary operational cost management. Mr. Burnell is our chief executive and will direct product development and production logistics.

Our Vice president and chief operating officer, Robert Cohen's operational leadership spans three decades, including over ten years operating Marriott Branded properties. A long time Sheffield resident, Robert is spearheading the "on the ground" efforts and is the primary agent in dealings with all state and local authorities. He is our General Manager and will oversee production and distribution.

A Berkshire County native, William Stanton is a licensed contractor and master cultivator. He will supervise the construction of the facility and will be both our director of facilities and cultivation. William has perfected an organic low carbon footprint method of cultivation that results in a high yield super high-quality product.

In the first year of operations our business plans to produce approximately 84,000 units of various edible products and 250 pounds of cannabis flower. Our anticipated first-year gross revenue is \$999,760. Our opening and first year expenses are conservatively forecasted to result in a modest profit of \$234,089. In year two and beyond, as production and demand increase, and without the burden of opening

expenses, we forecast Income before Interest, Taxes, Depreciation, and Amortization (IBITDA) to reach an annual sustained level over \$1 million.



Objective

Our goal is to ramp up operations to sustained earnings over \$2 million annually. Further development plans include potential vertical integration of cultivation and retail operations in Sheffield, MA with possibilities for expansion.

Description of Business

R&R Edibles and Topicals L.L.C. (R&R) will be a licensed cannabis micro-business, cultivating organic flower, manufacturing, packaging and distributing cannabis infused products to licensed retail establishments throughout the Commonwealth of Massachusetts.

Company Ownership/Legal Entity

R&R Ventures LLC is a Limited Liability Corporation incorporated in the state of Massachusetts. Principals are Robert Burnell of Lee, MA, Robert Cohen of Sheffield, MA, and Maura Stanton of Lee, MA. This operating entity will lease space and equipment from SBC Holdings LLC which will share the same ownership structure as the operating entity.

Location

R&R will operate production and packaging at 700 South Main Street in Sheffield, MA, which is located in the South West corner of the Commonwealth of Massachusetts in Berkshire County.

Physical Plant

The facility is a 4,036 square foot on grade steel building. The space includes a humidity and temperature-controlled cultivation facility divided into four separate grow rooms, an office, a drying room, a processing/packaging room, a production kitchen, packaging area, secure storage area, security closet, and restrooms.

Products and Services

R&R's organically cultivated cannabis plants will be sold as trimmed flower and processed into concentrates. The rest of the flower, remaining trim and plant matter will be utilized to produce in-house extractions rich in THC, CBD, and other beneficial compounds for use in the production of our edible and topical product lines.

Initial Product Lines

ArtBars- Cannabis infused whole food granola bars. 114-gram (2x2oz.) bars divided into 10 sections per bar. Each section containing 5 mg THC. 50 mg total dose/pkg (50mg total dose, 114-gram weight /package). **\$20.00 for 10 serving package**

Cannamints – 1.5-gram mints, each with 5mg dose THC, 10 each to a package. 50 mg total dose/pkg. (50mg total dose, 150-gram total weight/package).

Cannabis Flower - High Quality Hybrid Small Batch Flower including hybrids of Sativa and Indica strains.

Cannabis Concentrates - Bubble Hash, Cannabis Oil

Supply

R&R will cultivate their own hybrid cannabis flower and hemp for use in the production of the infused product line. At times it may be necessary to purchase raw cannabis flower material from licensed local and regional growers. CCC regulations require that cannabis flower be purchased solely from licensed MA cultivators. All other ingredients and packaging materials will be purchased through local food and beverage supply distributors and other traditional sources.

Security

Our goal is to exceed Cannabis Control Commission regulations regarding security. R&R's property will be secured with steel doors, re-enforced windows, and will be monitored by security cameras inside and out. Berkshire Communicators will provide 24-hour entry security monitoring services. All products will be properly secured on the property and during transport. We will adhere to strict product tracking requirements and monitor our product from "seed to sale".

- 1) Access – Every entrance to the facility will be locked from within. The front door will be equipped with an electronic lock-release. Any area that contains marijuana will be restricted to R&R employees, agents of the Cannabis Control Commission (CCC), state and local law enforcement officers, and emergency personnel. Representatives of the CCC shall be permitted at any time to audit the books and records of the establishment. No person under the age of 21 shall be permitted access to any part of the facility at any time. Limited Access areas will be identified with signage that states "Do Not Enter – Restricted Area – Access limited to Authorized Personnel Only" in one-inch high letters. In the event that a non-employee is conducting business in the establishment, said individual will be required to sign a visitor's log, wear a visitor's name tag, and be accompanied by an employee at all times.
- 2) Inventory Security - During and after operating hours all marijuana and marijuana products will be kept in a secure locked safe with an electronically tracked inventory system, ensuring full tracking from seed to sale. All areas designated for processing and/or storage of marijuana and marijuana products will be secured and locked.

- 3) Visibility – No inside areas of the facility will be visible from the outside. Windows located in the front will be coated with a translucent application that blocks visibility to the interior.
- 4) Local Law Enforcement. Sheffield Chief of Police Eric Munson and his officers will be familiar with security protocols and have access to the facility as needed.
- 5) Loitering – No person shall be permitted in the establishment who is not actively working or conducting business.
- 6) Lighting – The area surrounding the building will be well lit at night allowing for adequate law enforcement and video surveillance of the perimeter.
- 7) Plant Maintenance – Shrubs and plantings shall be maintained at low well-trimmed heights to prevent trespassers from concealing themselves from sight.
- 8) Emergency Policy – In the event of the discovery of theft, loss, or diversion of marijuana or marijuana products all production will cease, and a complete inventory taken. An audit will be conducted to isolate the point in the process in which the loss occurred. Security cameras will be reviewed, and processes updated to prevent a repeat occurrence.
- 9) Alarms- The facility will be equipped with a multi-pronged security plan. All entry perimeter doors and windows will be alarmed. The system will be designed with a failure notification system and monitored by Berkshire Communicators alarm monitoring. A silent “panic” alarm linked directly to the Sheffield Police Department dispatch will also be installed with activation buttons in the kitchen and packaging areas.
- 10) Cameras – Surveillance cameras will be installed at each point of entry, as well as throughout the interior production, packaging, and storage areas. The high-quality camera system installed by Lee Audio and Security will allow for constant 24 hour recording and at least a 90-day retention of recordings. All equipment will be kept and maintained in a secure location.
- 11) Back-Up System – A separate redundant back-up alarm system will be provided by a separate company.
- 12) Access- Only management employees, CCC representatives, and local authorities will have access to the surveillance room. A list of authorized employees who have access to the area will be available upon request.

Diversity Plan

Above all else, any actions taken, or programs instituted by R&R Ventures will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.

Said plan will also adhere to the requirements set forth in 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

The following Goals, Programs & Measurements will be reviewed 6 months after opening to ensure progress thus far, and finally all data will be collected and analyzed 12 months after opening to determine the success of the goals. Progress will be compiled into a report and submitted to the CCC upon license renewal for the next year.

GOALS:

- A. R&R will increase the number of individuals who fall into the above-listed demographics in both entry level and management level positions.
 - 1. Comprise a Management/Executive Team of at least 25% women, 25% BIPOC
 - 2. Of the first 4 entry level positions available at R&R, those positions will be filled by 25% women, 25% BIPOC, 25% veterans, 25% people with disabilities
- B. R&R will promote a culture of diversity through its leaders, by putting an emphasis on inclusive leadership. All people in leadership roles will participate in trainings to learn the definition of "inclusive leadership" and to increase awareness of diversity. Content of trainings will specifically cover topics such as: privilege, implicit bias, microaggressions, and micro affirmations.

PROGRAMS:

- A. R&R strives to recruit and retain diverse individuals. This will first be done by appealing to wide audience for employment opportunities, and for such colleagues to grow with intent on a career path at R&R. Once recruited,

individuals from the above-mentioned groups will be mentored with hopes to promote from within for supervisory/management roles.

1. Advertise employment opportunities at least once per quarter in diverse publications such as The Berkshire Eagle (out of Pittsfield MA), The Republican (out of Springfield MA), as well as posting it online with MassHire Berkshire Career Center.
 2. After 6 months of employment, all Entry-Level colleagues will be eligible for \$1000 tuition reimbursement program annually to be used for work-related classes. The colleague will be able to choose any program of their interest, and justify 3 specific ways that it relates to their ability to bring value to their role at R&R. (Examples include Excel/Microsoft courses, Social Media/Marketing related, Botany/Horticulture related, ServeSafe, OSHA, Culinary/Nutrition related, any course related to “Leadership/Management”). Reimbursement will be given once proof of completion and proof of payment are submitted.
 3. R&R will assign a member from the executive team as a Mentor to each Entry-Level Colleague after 6 months of employment to be trained for next level “supervisor” and/or “lead” role. A Job Description of the Supervisory/Lead Role will be used as the rubric and from that 3 SMART Goals will be identified. Monthly “Check-in Conversations” will be conducted with feedback from the mentor to support the colleague in achieving their goals. If the colleague achieves the 3 SMART Goals in the following 6 months, they will be promoted to said role.
- B. Require all colleagues in a supervisor role or above to enroll web-based learning such as “Inclusive Leadership: The Power of Workplace Diversity” which is a 4 week class provided by the University of Colorado (through the platform Coursera)

MEASUREMENTS:

- A. Total number of colleagues hired who are women, BIPOC, veterans, people with disabilities will be counted. This number will be compared with the total number of individuals hired, to ensure that 50% of all individuals fall within this goal. If 50% is reached, the Diversity Plan shall be considered successful. The following will be taken into consideration when comparing employee analytics to measure success against the goal (for both entry-level and management-level roles):

1. Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license
 2. Number of promotions for people falling into the above-listed demographics since initial licensure
 3. Number of positions created since initial licensure
 4. Participation in the Tuition Reimbursement Program
 5. Mentor & Colleague Assignment Workbook (which includes Colleague, Mentor, Job Description, the 3 identified SMART goals, and Monthly Check-in Notes.)
- B. Require proof of Course Material and Completion
- a. syllabus content to outlines specific topics included in course including: privilege, implicit bias, microaggressions, and micro-affirmations
 - b. completion of course through certificate of completion

Service

R&R places a high value on customer service. With our personal sales approach each vendor's needs will be addressed and attended to. R&R will supply vendors with merchandising materials and product information to drive retail sales of our products.

Manufacturing

Our commercial kitchen, the focal point of our manufacturing operation., will house a twelve-burner range with two ovens, a floor stand mixer, a decarboxylator, and an extractor. Our packaging operation is relatively simple. We will package each product in a printed and properly labeled child resistant packaging, heat seal the packaging, and place the products in cases for delivery. As the business grows, the packaging process may become automated.

Management

The principal individuals involved in the operation are Rob Burnell of Lee, MA, President - Robby Cohen of Sheffield, MA, Vice President, Chief Operating Officer - William Stanton of Lee, MA, Vice President of Cultivation - and Maura Stanton of Lee, MA, Vice President of Marketing and Sales.

Opening Budget

The pre-opening budget of \$165,000 will cover cultivation lighting systems, security system, production and packaging equipment, packaging materials, licensing and business fees, and an opening inventory of packaging materials, culinary ingredients, plant nutrients and soil.

Product and batch tracking systems “from seed to sale” will employ a customer relations management system called Insightly® CRM. This system is integrated with QuickBooks® thus enabling real time financial tracking and reporting.

We plan an average first-year product yield of 84,000 units of edibles and 250 pounds of finished flower, resulting in an estimated gross revenue of \$999,760. Cost of Goods Sold plus start-up expenses are estimated at \$624,571 for a first-year pre-tax earnings of \$375,189.

Expenses will be less in the second year with a planned increase in production capacity to 154,000 units and 400 pounds of flower realizing an estimated Gross Revenue of \$1,476,099. Years three and four continue to see increased production up to a sustainable level of annual gross sales over \$2 million. (See Appendix)

Marketing

A strong marketing plan will be paramount to the success of our operation. R&R’s product line will need to differentiate itself from the rest of the product lines in the marketplace. We plan to outsource Marketing for the initial branding and product merchandising plan. Our products will be innovative with attractive packaging, enticing product names, and out of this world recipes. A breakdown of our marketing plan from a Product, Price, Place and Promotion perspective follows:

Product: Our cannabis flower, cannabis concentrates, infused edibles and topicals will all be made with quality as the first priority. Each edibles product will be portioned to meet the 5mg per serving allotment outlined by the Cannabis Control Commission with total package sizes from 5mg to 100mg. These will be higher-end boutique products that will appeal to adult consumers looking for unique and flavorful edibles.

We will initially produce three separate Hybrid strains of finished cannabis flower. The strains of flower will be specifically branded with names that reflect the expected experience.

Price: Our wholesale pricing for edibles will allow for the retailer to apply a 2.1 cost multiplier to arrive at a competitive retail price. The price range will be in the mid-upper tier of edible products offered in the retail setting. For example, our ten portion 50 mg Start Bar will wholesale for \$9 apiece or \$216 for a case of 24 bars. This will allow for a 2.22 retail markup to our suggested retail price of \$20/bar.

Our cannabis cultivation will yield three grades of product:

#1) Grade “A” Product: Meticulously manicured flower, produced from bioengineered hybrid cannabis strains. This cannabis offers the consumer a multi-sensory experience through a high potency of cannabinoids, richly resonated trichome levels and flavorful, aromatic terpenes.

#2) Grade “B” Product: Product A’s smaller buds which are less visually appealing to consumers and therefore are more profitable as pre-rolls.

#3) Grade “C” Product: The byproduct from Product A - the trimmings and shake that are left after the grooming process. Less appealing for smokable product, but a more cost-effective option for concentrate and edible manufacturers.

Flower is a little more volatile market. Current wholesale prices for high quality finished cannabis flower is \$1,600-\$2,500 a pound. Our initial projections are based on a \$1,600 (\$100 an ounce) wholesale price.

Place: The only legal distribution channel for our products will be directly to licensed retail outlets throughout the Commonwealth of Massachusetts. As the laws progress on a national scale, distribution could be expanded to neighboring Connecticut, New York State, and beyond. When laws allow, there are also a number of on-line marketplaces that could carry our product lines.

Promotion: Our two primary target audiences are the retail operators (vendors) and the adult consumer. To introduce our products to the vendors, we will produce attractive promotional materials highlighting the products, create vendor focused media, and participate in trade shows. Our other target audience is the adult consumer whom we will reach through point of sale promotion, social media, and other grass roots marketing strategies.

Market Analysis

Locally, the first dispensary in Berkshire County, Theory Wellness, opened in late 2018 and realized over \$17 million in sales for their first 6 months of operations. As of August 14, 2019, twenty-three retailers are open for operations in the state of Massachusetts, six in Berkshire County alone, with another six retailers statewide that have been granted a final license to operate by the CCC. Dozens of other operators are at some stage of the application and approvals process.

There are several companies in Massachusetts producing high quality edibles. These include large companies such as Incredibles, vertically integrated dispensaries that are creating their own products, and smaller craft producers such as ourselves. , and smaller high quality The current edible product lines being produced for and/or by the dispensaries are simple, of moderate to low quality, and are very poorly marketed if at all. Even with this marginal profile, edibles supply falls far short of demand and dispensary menus often are sold out of these brandless products.

The cultivation process will start with seeds designed for performance and consistency, planted in organic soil and nourished with nutrients in compliance with the CDEA's standards for plant nutrition. Plants will be hand-raised and nurtured as individuals under controlled conditions in a sterile environment. Once harvested and hand-groomed, our cannabis will be a potent, flavorful and effective. The cannabis flower will be a reliable, consistent product – batch after batch – that earns brand recognition, and demand for our product will support the chain of the cannabis market as a whole from cultivation to retail.

Nationally, legal marijuana sales exploded to \$8.7 billion in North America in 2017. Followed by \$10.4 billion in sales in 2018 and over 19 Billion in revenues in 2019 as more states legalize adult use and medical marijuana. Global spending on legal

1000

will be made only with marijuana products, produced in the Commonwealth, that have passed contaminant testing requirements (including our own cultivated materials). We will be required to have our products batch tested at an approved testing facility to establish a cannabinoid profile.

We will give a sequential identifier (ID number) to each MIP production batch for product tracking and labeling. We will keep records that identify the cultivation batch(es) and finished marijuana production batches associated with each MIP. The manufacturing/processing batch number will be included on product labels to aid in product tracking and recalls.

The packaging will bear a label that identifies the list of ingredients, tracking information, and the cannabinoid profile of the marijuana contained within the product. Labels will also warn that the product contains THC, and that the product is not safe for kids.



The following text must also be included:

The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the 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 AWAY FROM CHILDREN.

SWOT Analysis

Strengths

Three primary strengths of our business plan are our attention to branding, the people involved, and the timing for launching this venture. We have contracted with a

marketing firm to aid in the development professional and attractive branding including logos and packaging that will differentiate our product in the marketplace. Mr. Cohen, Mr. Burnell, Mr. Stanton and Ms. Stanton all possess a long resume of successful operational oversight. Their personal ethos will be reflected in choices such as the use of GMO free and cruelty free ingredients produced in a Kosher facility. We are still in the early stages of legal CBD product sales and the first days of retail adult use recreational cannabis sales. If we can gain a foothold in the market we will be very successful.

Weaknesses

Existing medical marijuana facilities are first in the queue to obtain full license approval for operations and will be the first to open their doors for non-medical adult use sales. As a new start-up we are at a disadvantage having not already established ourselves in the medical cannabis product market. Most of the current applications currently under consideration for retail licenses by the CCC are from entities vertically integrated already cultivating, manufacturing, and selling products in the medical marketplace.

Opportunities

Location, Location, Location. Massachusetts is the first state east of the Mississippi to allow retail adult use sales of marijuana. The current legal environment in the town of Sheffield is conducive to obtaining a license. In May of 2017 the town voted to not place any moratoriums on Marijuana businesses, and in May of 2019 the town passed by-laws that created a structure that will give our business every opportunity to succeed. The site is located in the commercial zone of Sheffield, MA, bordering both the states of Connecticut and New York. The 15.5 acres with 300 feet of frontage on the county's primary business corridor and along the Housatonic rail line opens up many distribution and vertical integration expansion options.

Threats

Failure to act when the timing is ripe is the primary threat to success. In May of 2019 The town established by-laws that will require that we obtain a special permit from the Town of Sheffield planning board. While the property and plan conform to the stipulations of the 2019 by-law and there is substantial personal familiarity with the

planning board members, anything can happen, and the plan could be killed by that board and/ or rejected by the Cannabis Control Commission.

Another substantial threat would come from naturally occurring processes such as mold. Great care will be taken to prevent mold and other foreign substances from finding their way into our products. The cultivation area will be outfitted with industrial dehumidifiers, and the edibles production process will ensure that product is properly sealed and stored. An outbreak of mold in our grow facility, and/or unintended substances found in our finished products would result in the need for recall actions and potentially lead to significant loss for the company.

Lastly, R&R is also going up against well-funded enterprises with the flexibility and resources to control the marketplace. If R&R fails to create a desirable and well marketed product line, with fast and efficient distribution, all efforts and production capabilities will be for not. Our branding, product quality, and support will need to positively differentiate our products for the vendor and the customer.

Appendix

Start-Up Expenses:

R and R Ventures LLC Start Up Budget	
Expense Description	Cost
Expenses	
Business Licenses	
Micro-business Product Manufacturer's license	\$2,500
LLC fee	\$ 500
Application Fee	\$300
Local permits	\$ 600
Incorporation Expenses	\$2,000
Legal and professional fees	\$ 5,000
Cultivation Equipment	\$ 15,000
Lights	\$30,000
CO2 Generator	\$ 5,000
Processing/Culinary Equipment:	
Decarboxylator	\$ 3,500
Convection Oven	\$2,200
6 Burner Commercial Range	\$ 1,169
Reach-in Freezer	\$1,549
Reach-in Cooler (side by side 2 door)	\$ 1,949
6' Hood Vent	\$5,053
with Ansul system	\$ 2,000
Food processor	\$1,600
kitchen aid 7 qt mixer (counter top)	\$ 700
6 ft stainless table w/ under shelf (2)	\$550
8 ft stainless table w/ under shelf	\$ 430
Sheet Pan rack, w/ pans and cover (2)	\$330
6 ft. Wire Shelves, 30" deep, 84"High, on casters - (2 ea.)	\$ 490
Triple Sink	\$444
Faucet	\$ 140
Floor Mop Sink	\$257
Faucet	\$ 125
small ware	\$1,000
Total Processing/Culinary Equipment	\$23,486
Insurance	\$ 25,000
Product Testing	\$5,000
Packaging and Grow Materials	\$ 12,500
Computer	\$1,000
Stationery/Business Cards	\$ 500
Point of Sale Collateral	\$500
Opening Inventory	\$ 5,000
Security Systems	\$1,200
Wages (3 months)	\$ 30,000
Total Startup Expenses	\$ 165,086

Income Projection

		Income and Expense Projection				
	Sales	Year 1	Year 2	Year 3	Year 4	Year 5
	Edibles Sales	\$ 496,480	\$ 868,840	\$ 955,724	\$ 1,194,655	\$ 1,493,319
	Flower Sales	\$ 470,016	\$ 822,528	\$ 904,781	\$ 1,130,976	\$ 1,413,720
	Cost of Goods Sold	\$ 89,366	\$ 156,391	\$ 172,030	\$ 215,038	\$ 268,797
	Gross Profit	\$ 877,130	\$ 1,534,977	\$ 1,688,474	\$ 2,110,593	\$ 2,638,241
	Expenses					
	Wages	\$ 300,000	\$ 400,000	\$ 450,000	\$ 450,000	\$ 480,000
	Payroll Expenses	\$ 45,000	\$ 60,000	\$ 67,500	\$ 67,500	\$ 72,000
	Legal/Professional Fees	\$ 7,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
	Advertising/Marketing	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	Travel/Auto	\$ 5,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
	Utilities	\$ 35,000	\$ 60,000	\$ 67,000	\$ 85,000	\$ 110,000
	Security Monitoring	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	Equipment/Capital invest	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	Insurance	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Permits/Licenses	\$ 5,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
	Rent and Maintenance	\$ 20,000	\$ 20,000	\$ 20,000	\$ 30,000	\$ 50,000
	Cultivation Supplies	\$ 15,000	\$ 26,250	\$ 28,875	\$ 36,094	\$ 45,117
	Opening Inventory	\$ 5,000				
	Contingency	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
	Total Expenses	\$ 495,000	\$ 631,750	\$ 698,875	\$ 734,094	\$ 822,617
	Profit before taxes	\$ 382,130	\$ 903,227	\$ 989,599	\$ 1,376,499	\$ 1,815,624
	Lost Community Tax	\$ 14,497	\$ 25,371	\$ 27,908	\$ 34,884	\$ 43,606
	Other Taxes	\$ 144,974	\$ 253,705	\$ 279,076	\$ 348,845	\$ 436,056
	Net Earnings	\$ 222,658	\$ 624,151	\$ 682,616	\$ 992,770	\$ 1,335,963
	Reinvestment	\$ 22,266	\$ 62,415	\$ 68,262	\$ 99,277	\$ 133,596
	Before Distribution	\$ 200,392	\$ 561,736	\$ 614,355	\$ 893,493	\$ 1,202,367

1.6 Age Restriction Policy

1.6.1 – Persons under the age of 21 years are not permitted to enter and facilities or vehicles operated by R & R Ventures LLC.

1.6.2 - No marketing or advertising efforts produced by R & R Ventures LLC. are to be targeted or will be intended to be viewed by persons under the age of 21 years.

1.6.3 – All facility access is monitored, and entrances are restricted to *access card* carrying employees.

1.6.4 – Any visitors to the facility must present age verification identification confirming that they are over the age of 21 years.

1.14 Maintaining of Financial Records

Business and financial records maintained in accordance with generally accepted accounting principles, will include manual and/or computerized records of:

- a) Assets and liabilities;
- b) Monetary transactions;
- c) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- d) Sales records including the quantity, form, and cost of marijuana products; and
- e) Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

All records will be kept for a minimum of 7 years and be backed up weekly and stored on a hard drive kept in an alternate location.

R & R Ventures



Energy Compliance Plan for Application

November 18, 2020

Efficient Facility & Cultivation Equipment

1) Energy Reduction Opportunities

- Lighting Conservation – *Non Cultivation Areas*
 - i. Natural Lighting for areas that do not contain cannabis or surveillance/vault equipment (restroom and kitchen)
 - ii. Motion Sensor LED indoor Lighting for non-cultivation areas
 - iii. Solar Sensor LED Outdoor exterior lighting
- Lighting Conservation – *Cultivation Areas*
 - i. LED Cultivation Lights will be used for all grow areas:
 - 1. Fluence Lighting will be approved by the DLC and/or meet the requirement of a HLPD of 50 or less (for Tier 1 Cultivation)
 - ii. Strategies to reduce electric demand will be implemented such as Lighting Schedules to alternate cultivation rooms, and hours of operation to shift demand away from peak-use hours
- Cultiva Brand HVAC System – specific for indoor cultivation
 - 1. Energy consumption reduced by providing efficient fan and compressor components and operation.
 - 2. Dual refrigerant circuits utilize variable capacity compressors and modulating, full condensing, full heat of rejection hot gas reheat coils.
 - 3. Loads and calculations designed by HVAC Engineer (Mike Puntin PE, from edm engineering)
- Energy consumption will be monitored daily through National Grid's usage tracker and Cloud-based software for environmental controls (humidity & temp).

- i. Operational Changes can be made based on data such as:
 - 1. such as lowering temperatures
 - 2. adjusting timers & dimmers on lighting
 - 3. ability to power down a unit (light, compressor, fan etc)
- 2) New Construction Morton steel building will be erected with:
 - MA State Building Code, including Com Check to ensure requirements are met for ECC and ASHRAE Standard 90.1
 - High Insulation Value (exterior walls & roof)
 - Insulated Doors & Windows
- 3) All equipment in good and working order
 - Maintaining all operating manuals for Lighting Equipment, HVAC equipment, dehumidification systems.
 - Operating Procedures will be readily available to all agents in all locations of the facility
 - Daily Quality Control checklists will be maintained for 1 year, and analyzed by VP of Cultivation & Facilities
 - Annual Preventative Maintenance Inspection of all HVAC equipment will be performed by licensed technicians
 - Future Equipment: Should equipment fail/need to be replaced, 3 suitable alternatives will be considered and evaluated by the following criteria:
 - i. Highest yield for output compared to power required
 - ii. Longest estimated lifespan of equipment
 - iii. Energy Star Rating
 - iv. Energy Incentive Eligibility

Opportunities for Energy Supply

- 1) Renewable Energy Generation considerations include:
 - i. 15 Acres owned, for future implementation of wind/solar generation
 - ii. Distributed generation or micro co-gen
 - iii. Fuel Cell Storage through Bloom Energy
- 2) Energy supply: Until self-implemented renewable energy can be put in use, 3 energy suppliers using 100% renewable energy (such as solar, wind or hydro resources) will be reviewed for final decision. Suppliers will be re-evaluated every 6 months.

Engagement with energy efficiency programs

Conversation initiated with Keith Miller & Francis Bouchard, National Grid Account Managers to explore:

- i. Lighting Incentives & Rebates – through National Grid or MassSave
- ii. To determine viability for alternative energy generation, such as distributed generation, micro co-gen, or Fuel Cell Storage.
- iii. Consideration of Load Curtailment, if not fully self generated.

Transport & Delivery

- i. Transportation vehicle powered by alternative fuel will be considered for purchase
- ii. Transportation vehicle will undergo diagnostic & preventative maintenance visits annually by licensed service center, to ensure that all fuel-related equipment is performing at optimal levels.

12. Quality Control and Testing Policy

1.12.1 - **Quality Control** – R&R's quality control will first start with a controlled, sanitary environment. Such controls include:

- Floors, walls and ceilings will be constructed in a manner that they can be adequately kept clean and in good repair.
- Humidity Control, as regulated by digital humidistats to ensure moisture is regulated.
- Airflow Control, regulated by digital thermostats to ensure optimal temperatures. Air-handling system will be equipped with an ultra violet light sanitation device, which processes and sanitizes airflow for any pathogens or contaminants.
- Atmosphere control technology tracks all systems and feeds the information to an app accessible 24/7. Control levels are set, which triggers an alert if anything in the atmosphere reads as out of said parameters allowing for immediate action.
- Water Control, all water used will first go through a pH testing and regulating procedure.
- Strict employee-driven operational policies:
 - Employee hygiene standards
 - Use of gloves, hair coverings, shoe coverings, Tyvek suits in designated areas.
 - Daily Visual Inspection procedures
- For Edible-related processing, all ServeSafe guidelines will be strictly adhered to.
- All employees will observe proper OSHA standards.
- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in Massachusetts code 105 CMR 300 (Reportable diseases, surveillance, and isolation and quarantine requirements).
- Any agent working directly in contact with marijuana is subject to sanitary practices while on duty including:
 - Maintaining adequate personal cleanliness

- Washing hands appropriately before starting work, and at any other time when hands may have become soiled or contaminated.
- Handwashing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Water shall be at a suitable temperature. Sanitary towel or other suitable drying device shall be present at all handwashing stations.
- Adequate toilet facilities will be available to employees at all times.
- Litter and waste shall be removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Storage and transportation on finished products shall be under conditions that will protect against physical, chemical, and microbial contamination.

1.12.2. Processing/Handling – In terms of processing, quality control measures will be taken to ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner including:

- 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 & bacterial disease as specified in MA code 105 CMR 500.000 (Good manufacturing practices for food) and MA code 105 CMR 590.000 (State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments).
- Prepared and handled on food-grade stainless steel tables with no contact with bare hands
- Packaged in a secured area

1.12.3. Testing- All Marijuana and Marijuana Products shall be tested by an Independent Testing Laboratory prior to being determined acceptable for and sold as an Adult Use product. Testing Laboratories will identify, qualify and quantify the following profiles:

- Cannabinoid profile
 - Edibles are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%) of the approved five milligrams (5.00 mg) of active tetrahydrocannabinol (THC) per serving.
- Contaminants including (but not limited to):
 - mold
 - mildew
 - heavy metals
 - plant growth regulator
- The presence of pesticides

If any product has been tested and has been indicated that contaminant levels are above acceptable limits, the following procedure that be executed:

- The Massachusetts CCC will be notified within 72 hours of any determination that is made of contamination which cannot be remediated* and disposing of the Production Batch is necessary.
- The notification from the Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

All testing results will be kept as records for minimum of one year, and are considered valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

The sale of seeds is not subject to these testing provisions, however Clones are subject to these testing provisions (but are exempt from testing for metals).

Transporting of marijuana and marijuana-products to (and from, if applicable) testing facilities will adhere to the transportation parameters as defined by the Massachusetts CCC. If after testing, the Testing Facility returns the Marijuana our Waste procedures will be applied to ensure its disposal.

*Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

1.15 Record Keeping Procedures

All records will be kept for at least seven years in a form and location approved by Massachusetts CCC. Such records shall include Personnel, Financial, Waste, Inventory and Transfer records. Records will be made available to the CCC upon request.

1.15.1 Financial Records

- A. Financial Records (either manual or computerized) will be maintained in accordance with generally accepted accounting principals, including but not limited to:
- i. Assets and Liabilities
 - ii. Monetary Transactions
 - iii. Book of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers
 - iv. Sales records including the quantity, form, and cost of marijuana products
 - v. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any person having direct or indirect control over the marijuana establishment.

1.15.2 Written Operating Procedures

All written operating procedures are created for R&R's specific location and operation. These records shall be made available to the CCC for inspection at any time, including (but not limited to):

- A. *Written Operating Procedures* (i.e. security plan, cash handling, quality control plans, etc.)
- B. *Inventory Records* (as described below in 1.15.3)
- C. *Seed-to-Sale Tracking Records* (as described below in 1.15.3)
- D. *Personnel Records* (i.e. job descriptions, documentation of required trainings, performance reviews, etc.)
- E. *Business Records* (as described above 1.15.1)

F. Waste Disposal Records

Should R&R face closure, all records will be maintained for a period of 2 years in a form and manner as seen fit by the CCC.

1.15.3 Seed to Sale & Inventory Tracking Records

- A. Seed to sale tracking inventory records shall be maintained. At a minimum, inventory records shall include:
 - i. Date of inventory
 - ii. Summary of inventory findings
 - iii. Names, signatures & titles of agents who conducted inventory
- B. Frequency of Inventories:
 - i. Finished product & cultivation inventory: Monthly
 - ii. Comprehensive inventory: annually
- C. Plant tags and/or package tags will be assigned to all
 - i. Marijuana seeds
 - ii. Marijuana Clones
 - iii. Marijuana Plants
 - iv. Marijuana Products
 - v. Finished Marijuana
 - vi. Finished Marijuana Products
 - vii. Damaged/Defective/Expired/Contaminated Marijuana and/or Marijuana Products awaiting disposal

1.15.3 Personnel Records

Personnel Records will keep securely and confidentially and shall be maintained for at least 12 months after any termination of an individual's affiliation with the marijuana establishment. All records will include:

1. Job descriptions for each employee, as well as organizational charts consistent with the job descriptions;
 2. A personnel record for each marijuana establishment agent including:
 1. All materials submitted to the commission in order to obtain the individual's Marijuana Establishment Agent registration card
 2. Documentation of verification of references
 3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 4. 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;
 5. Documentation of periodic performance evaluations
 6. A record of any disciplinary action taken; and
 7. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan will designate flow of employees during business hours with the goal of safe cultivation conditions.
- i. Personnel policies and procedures as per the employee handbook
 - ii. All background check reports obtained in Criminal Offender Record Information (CORI) check.

Qualification and Intended Trainings for Agents Policy

1. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. 935 CMR 500.105
2. All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105
3. Responsible Vendor Program documentation must be retained for four (4) years.

R and R Ventures LLC
Personnel Policies &
Procedures

Revised February 5, 2021

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Section 1. Introduction

1.1. Purpose of this Handbook

The purpose of this Handbook is to familiarize you - the employee - with the policies, rules and other key aspects of R and R Ventures LLC (the "Company"). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this Handbook is compulsory for all employees. The Company reserves the right to interpret this Handbook's content as it sees fit, and to deviate from policy when it deems necessary.

1.2 Changes of Policy

R and R Ventures LLC reserves the right to change this Handbook's content, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive written notice of any changes we make to the employee handbook and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact the Human Resources Manager.

1.3 Employment Forms

All new employees are required to complete and submit the following forms. Starred (*) forms can be found at the end of this manual. All others have been or will be provided separately.

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

Employment Eligibility Form I-9

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents to verify identity and employment eligibility within the next three (3) business days. The same policy applies to re-hired employees whose I-9's are over three (3) years old or otherwise invalid.

Section 2. Terms & Definitions

R and R Ventures LLC typically employs less than 20 employees regular and temporary employees on an "at-will" basis. This section defines the terms of "at-will" employment, as well as the different types of employees we hire.

2.1 Definition of "At-Will" Employment

The job of an "at-will" employee is not guaranteed. It may be ended, at any time and with or without notice, by the employee or, for a lawful reason, by the Company. The Company also reserves the right to alter an "at-will" employee's benefits, pay rate, and assignments as it sees fit. The "at-will" terms of employment may only be changed with the approval of the President, CEO or CFO, and must be signed off by the President or the CEO.

2.2 Types of Worker

This section distinguishes between the different types of workers the Company employs. Employee status is established at the time of hire and may only be altered via a written statement signed by the Company.

Exempt vs Non-Exempt

Most employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually an executive, an administrator, or a highly paid specialist such as a programmer.

Regular vs. Temporary

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 35 hours per week. A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an "at-will" basis (defined above).

Independent Contractors & Consultants

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction, and control their own methods, materials and schedules. They are not eligible for Company benefits.

Section 3. Payroll

3.1 Payment Schedule

Employees are paid bi-weekly generally on Friday.

In cases where the regular payday falls on a holiday, Employees will receive payment on the last business day before said holiday.

3.2 Wages

Wages vary from employee to employee and are based on level of skill and experience. The Company conducts regular evaluations of all employees and issues promotions as it sees fit. Employees who feel entitled to higher pay may contact Robert Cohen to discuss.

In addition to regular pay, employees may have the option of earning overtime pay and/or bonuses.

Overtime

A non-exempt employee may work overtime on the terms defined by Massachusetts law pending prior authorization by his or her manager.

3.3 Deductions & Garnishment

Deductions

Federal and state law requires that we deduct the following from every paycheck:

- Social Security
- Income tax (federal and state)
- Medicare
- State Disability Insurance & Family Temporary Disability Insurance
- Other deductions required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year's wages and deductions will be provided at the beginning of each calendar year.

If at any time you wish to adjust your income tax withholding, please fill out the designated form and submit it to Accounting.

Wage Garnishment

Sometimes, the Company receives legal papers that compel us to garnish an employee's paycheck - that is, submit a portion of said paycheck in payment of an outstanding debt of the Employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full through withheld payments or otherwise.

Section 4. Rights & Policies

The following section summarizes your legal rights as an employee of R and R Ventures LLC. Questions about any policy detailed in this section may be addressed with a Human Resources representative.

4.1 Equal Opportunity Employment Policy

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment with R and R Ventures LLC. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

4.2 Accommodation for Disabled Employees

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, in accordance with the Americans with Disabilities Act (ADA). It is up to the employee to approach his or her supervisor with this request, and to provide medical proof of his or her needs upon the Company's request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their working cannot harm themselves or others and their work remains at acceptable standards.

4.3 Employment of Minors

All employees must have reached the age of 21 years prior to applying for or receiving employment.

4.4 Employment of Relatives

The Company will hire relatives to work in non-supervisory relationships only

4.5 Religion & Politics

R and R Ventures LLC is respectful of all employees' religious affiliations and political views. We ask that if you choose to participate in a political action, you do not associate the Company in any way. We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

4.6 Personnel Records

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reasons. If you wish to view your files, you must set up an appointment in advance with Human Resources. A Company-appointed record keeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your written permission.

Personnel Records will keep securely and confidentially and shall be maintained for at least 12 months after any termination of an individual's affiliation with the marijuana establishment. All records will include:

1. Job descriptions for each employee, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent including:
 - All materials submitted to the Massachusetts CCC in order to obtain the individual's Marijuana Establishment Agent registration card
 - Documentation of verification of references
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations
 - A record of any disciplinary action taken; and
 - Notice of completed responsible vendor and eight-hour related duty training.

4.7 Leaves of Absence

Employees requiring time off from work may apply for a leave of absence.

All leaves must be approved by management. For planned leaves, employees must submit requests at least 5 days in advance. Emergency leaves must be requested as soon as possible. Accepting/performing another job or applying for unemployment benefits during leave will be considered voluntary resignation.

We consider all requests in terms of effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence due to disability will be subject to an interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's healthcare provider. Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave, unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or her old position, or one that is comparable.

Below are the three main types of leave that R and R Ventures LLC offers employees.

Work-Related Sickness & Injury

Employees eligible for Worker's Compensation rendered unable to work because of a work-related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under FMLA.

Maternity

An employee disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest and recovery from childbirth.

Election Days

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

Vacation Policy

It is the policy of R and R Ventures LLC to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date.

For full-time employees, vacation accrues as follows:

1. At the end of the first year of employment, 10 days, of vacation.
2. Two years or more but less than five years of employment, 10 days, of vacation per year.
3. Five years or more but less than 10 years of employment, 15 days, of vacation per year.
4. Ten years or more of employment, 15 days, of vacation per year.

Part-time employees earn vacation on their employment anniversary date in the proportion that their normally scheduled work hours bears to 40 hours per week (e.g. part-time employee who usually works 20 hours per week would earn 20 hours of vacation upon completing the first year of employment).

Vacation time may not be taken until it is earned. Earned vacation must be taken. Employees are not entitled to pay in lieu of taking time off for vacation.

4.8 Background Checks

All employees must pass a comprehensive background check prior to employment.

4.9 Cannabis Control Commission Training

Employees may be required to successfully complete additional trainings required by the Massachusetts Cannabis Control Commission.

Section 5. Employment Benefits

5.1 Unemployment Insurance

Employees rendered unemployed through no fault of their own or due to circumstances prescribed by law, and who meet the State eligibility requirements for time worked or wages earned, may receive unemployment insurance (also called unemployment benefits or compensation). State agencies directly administer this insurance and determine benefit eligibility, amount (if any), and duration.

5.2 Workers' Compensation

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

5.3 Social Security Benefits (FICA)

Both employees and the Company contribute funds to the federal Social Security Program as prescribed by law, providing retirees with benefit payments and medical coverage where applicable.

5.4 Additional Benefits

The company offers the following benefits to its employees. If you would like to obtain more information about any of them, please contact Robert Cohen.

Group Health Insurance

Section 6. Rules of Conduct

6.1 On the Job

Reporting for Work

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

Staying Safe

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

Meals & Breaks

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

Dress Code Policy

All employees must wear proper PPE when entering any area designated as a Cultivation and processing area including:

Haircovering

Shoe coverings or site exclusive nonslip shoes.

Clean smock, or other street clothes coverings.

The following are requirements:

Closed toed shoes

Unsoiled clothing

Social Media Policy

R And R Ventures LLC recognizes the importance and relevance of social media and its benefits in allowing us to receive feedback from customers as well as encourage loyalty and maximize revenue. Thus, we encourage employees to use their personal social networking channel to accomplish these goals provided the following guidelines are respected:

When referring to our Company in any way, R And R Ventures LLC employees must always conduct themselves in a professional manner and must respect the views and opinions of others. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the Company's interests or reputation are not allowed and will not be tolerated. The use of social media channels on company time for personal purposes is not allowed. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks.

R And R Ventures LLC reserves the right to monitor company-related employee activity in social

media networks; violations of this policy are grounds for discipline in the Company's sole discretion.

Cell Phone Use

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

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

6.2 Rules & Policies

Confidentiality

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

Discrimination & Harassment

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on-site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate.

Drugs & Alcohol

R and R Ventures is an alcohol, smoke and drug-free workplace. Good performance on the part of our employees is crucial to R and R Ventures LLC's success. For this reason, we strictly forbid employees to do the following while at work*:

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

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

*Including any part of Company property, Company vehicles, and during work hours.

6.3 Disciplinary Action

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

- Excessive lateness and/or absence
- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons or explosives
- Illegal harassment and/or discrimination - of any kind
- Violations of Company policy
- Immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

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

Workplace Inspections

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

- Offices
- Computers and other equipment
- Company vehicles
- Any personal possessions brought onto Company premises, such as handbags, briefcases, and vehicles.

All inspections are compulsory. Those who resist inspection may be denied access to Company premises and be subject to disciplinary action.

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

Employee:

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

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

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

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

By: _____ Date: _____

By: _____ Date: _____
Robert E Cohen

7.1 Hours of Operation

R and R Ventures LLC will maintain a Staffing Plan to control the of employees during business hours with the goal of safe cultivation conditions. As a manufacturing and cultivation facility we will not be open to the public.

- 1) **Working Hours** - Employees will typically work 8am – 4pm Monday through Saturday.
- 2) **Holidays** - The facility will be closed on the following holidays: New Years Day, St. Patrick's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Yom Kippur, Thanksgiving, and Christmas.

7.2 Staffing Plan

Year 1 Operations, Staffing Plan

Staffing Needs

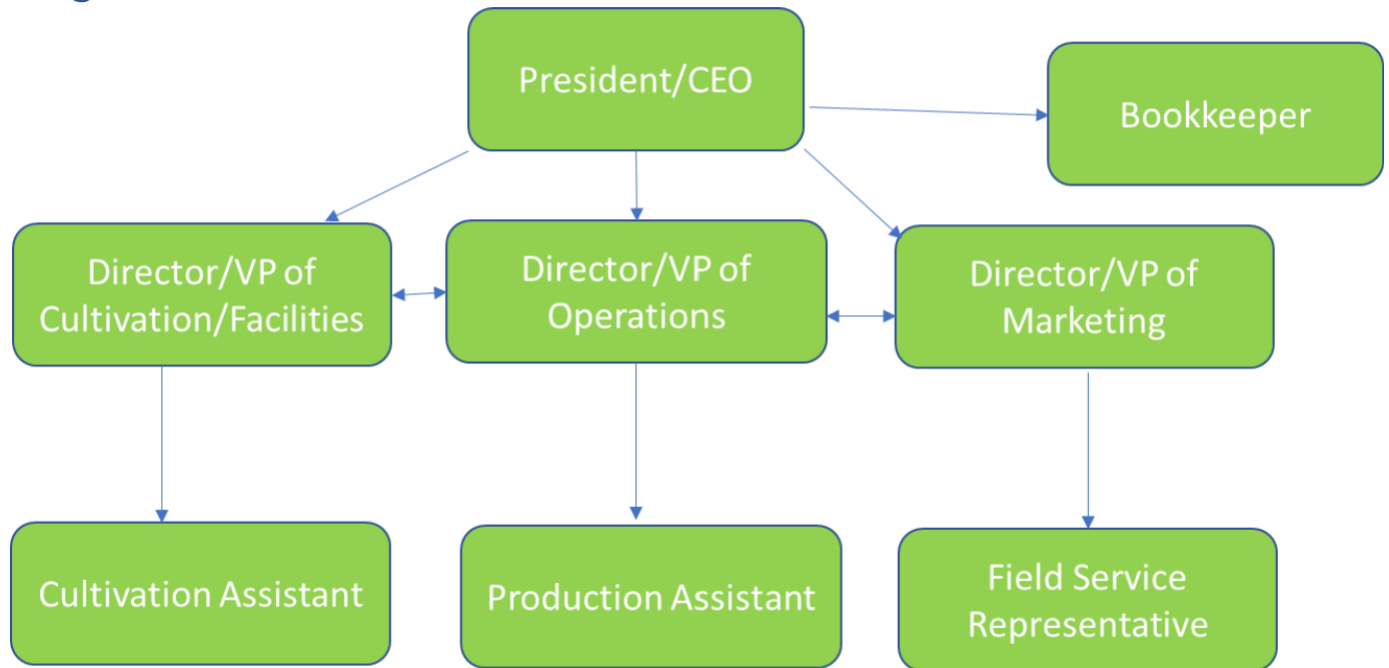
Position	# of positions	Start Date	Status
President/CEO	1	pre-commencement	FT (40 hrs / week)
COO	1	pre-commencement	FT (40 hrs / week)
VP Marketing	1	pre-commencement	FT (40 hrs / week)
VP Cultivation/Facilities	1	pre-commencement	FT (40 hrs / week)
Bookkeeper	1	pre-commencement	PT (16 hrs/ week)
Cultivation Assistant	1	post-commencement, 6 months	PT (24 hrs/ week)
Production Assistant	1	post-commencement, 9 months	PT (16 hrs/ week)
Field Representative	0	post-commencement, 11 months	PT (24 hrs/ week)

Weekly Staffing Schedule

Mon	Tues	Weds	Thurs	Fri	Sat	Sun
8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	OFF	OFF
8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	OFF	OFF
OFF	8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	8a- 4p	OFF
OFF	8 a - 4 p	8 a - 4 p	8 a - 4 p	8 a - 4 p	8a- 4p	OFF
8 a - 4 p	OFF	OFF	OFF	OFF	8a- 4p	OFF
8 a - 4 p	OFF	8 a - 4 p	OFF	OFF	8a- 4p	OFF
OFF	OFF	OFF	8 a - 4 p	8 a - 4 p	OFF	OFF
8 a - 4 p	8 a - 4 p	OFF	OFF	OFF	8a- 4p	OFF

7.3 Organizational Chart

Organizational Chart



7.4 Job Descriptions

Summary, Roles and Responsibilities Included for:

- President / CEO
- (Chief Operating Officer) Director/VP of Operations
- Vice President of Cultivation & Facilities
- Vice President of Marketing
- Cultivation Assistant
- Production Assistant
- Field Service Representative
- Bookkeeper

R and R Ventures

Job Description: President

The President will be responsible for the oversight of the entire operation. Ensuring that the COO, Director of Cultivation and Facilities and The Executive Vice President are performing their duties in the best interest of the company. All compliance with regulations, policies, and procedures, create process maps and supporting standard operating procedures (S.O.P.s), as well as lead health and safety compliance. They are responsible for assessing organizational systems (both physical and process or data related) i.e. seed to sale tracking to determine gaps in compliance specific to cultivation and determine opportunities for remediation.

Reports to: Board of Directors

Essential Duties and Responsibilities:

- Oversee the administrative and creative functions of R and R Ventures LLC
- Continuously monitor the changing regulatory landscape to assist in development, implementation, monitoring and assessment of strategic initiatives for the department and organization in the area of regulations; and
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Ensure the creation of process maps and standard operating procedures for all critical processes related to seed to sale inventory (Bio track) and compliance specific

Education and/or Work Experience Requirements:

- 1-2 years supervisory experience in a highly regulated field or in regulatory operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Chief Operating Officer/Director of Operations

The Chief Operating Officer is the primary point of contact for all administrative and regulatory functions. It is their responsibility to ensure the smooth daily operation of the facility and to ensure adherence to all relevant regulatory procedures including but not limited to: seed to sale tracking, full compliance with Massachusetts regulations for Adult use of Marijuana as established in 935 CMR 500.

Reports to: President/ CEO

Essential Duties and Responsibilities:

- Oversee operational and regulatory functions of R and R Ventures LLC
- Create, implement, and revise as needed all operations plans and procedures
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Ensure all logs are completed for proper tracking of products and cannabis materials
- Ensure all security measures are in place at all times and are adhered to
- Manage the safe and legal distribution of products to our customers via company transportation
- Conduct disciplinary and human resource functions as necessary.
- Monitor trends in the industry
- Monitor regulatory changes and ensure all compliance
- Manage and delegate responsibility to Production Assistant

Education and/or Work Experience Requirements:

- 5-10 years supervisory experience in operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity

- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Vice President of Cultivation/Facilities

The Vice President of Cultivation/Facilities has responsibility for the regulatory compliant operation of the entire cultivation facility, oversight of the mechanical operation of the facility at large, and the adherence to all safety and security protocols. It is their responsibility to ensure the smooth daily operation of the cultivation operation and to ensure adherence to all relevant regulatory procedures including but not limited to: seed to sale tracking, full compliance with Massachusetts regulations for Adult use of Marijuana as established in 935 CMR 500.

Reports to: President/ CEO

Essential Duties and Responsibilities:

- Oversee cultivation functions of R and R Ventures LLC
- Oversee and maintain the physical plant
- Create, implement, and revise as needed all cultivation, safety, and security plans and procedures
- Ensure that all anti-contamination measures are functioning and adhered to
- Ensure that all odor control measures are functioning and adhered to
- Ensure the Completion of all necessary logs for proper product and plant tracking
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Monitor cultivation and facility trends in the industry
- Monitor regulatory changes and ensure all compliance
- Manage and delegate responsibility to Cultivation Assistant

Education and/or Work Experience Requirements:

- 5-10 years supervisory experience in facility management
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality

- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Executive Vice President/Director of Marketing

The Executive Vice President/Director of Marketing will be responsible for the oversight of all administrative functions including bookkeeping, seed to sale tracking, and product/brand marketing/sales. They must ensure that the Field Sales Representative and Bookkeeper are performing their duties in the best interest of the company. They are responsible for assessing organizational systems (both physical and process or data related) i.e. seed to sale tracking to determine gaps in compliance specific to cultivation and determine opportunities for remediation.

Reports to: President/CEO

Essential Duties and Responsibilities:

- Oversee the administrative and marketing functions of R and R Ventures LLC
- Create and implement a marketing plan for each product line
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Assess the success of current and on-going marketing practices and make recommendations for changes.
- Manage and delegate responsibility to Field Sales Representative and bookkeeper

Education and/or Work Experience Requirements:

- 1-2 years supervisory experience in a marketing and operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Cultivation Assistant

The Cultivation Assistant will perform all functions pertaining to the maintenance of the marijuana cultivation operation. They perform many of the essential daily functions that will ensure that our products are of the highest possible quality.

Reports to: Vice President of Cultivation/Facilities

Essential Duties and Responsibilities:

- Plant cultivation and maintenance
- Operation and maintenance of the watering system
- Plant Nutrient maintenance
- Maintenance of the lighting system
- Safe and proper operation of the trimming and packaging machines
- Completing all necessary logs for proper product and plant tracking
- Maintenance and cleanliness of the facility
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience with horticulture or other related fields
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures
Job Description: Production Assistant

The Production Assistant will perform all functions pertaining to the production and packaging of marijuana products. They perform many of the essential daily functions that will ensure that our products are of the highest possible quality.

Reports to: Vice President of Cultivation/Facilities

Essential Duties and Responsibilities:

- Follow recipes and procedures for the production of infused marijuana products.
- Operation and maintenance of the cooking and decarboxylation systems
- Maintenance of kitchen and packaging equipment
- Safe and proper operation of the kitchen tools and packaging machines
- Completing all necessary logs for proper product and plant tracking
- Maintenance and cleanliness of the facility
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience in a high-volume production kitchen
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Bookkeeper

The Bookkeeper will perform all necessary administrative functions to ensure that records are properly kept in the areas of seed to sale tracking, GAAP accounting, bookkeeping, and personnel records.

Reports to: Executive Vice President

Essential Duties and Responsibilities:

- Ensure logs are completed properly and timely
- Maintain the proper use of our seed to sale tracking system
- Maintain accounting and general bookkeeping records to ensure payment of bills and collection of funds from customers.
- Accounts Payable
- Accounts Receivable
- Preparation of records for tax and CCC audit purposes
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience with bookkeeping records maintenance
- Experience and proficiency with QuickBooks and Excel
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Field Service Representative

The Field Service Representative will be responsible for executing product sales and activity compliant with brand marketing. They must ensure that the VP of Marketing and Bookkeeper are informed of sales and record all data in accordance with company standard. This role is critical in acting as a representative of the company, in order to maintain successful partnerships both internally with vendors/suppliers of raw materials as well as externally with buyers of the company's product.

Reports to: VP of Marketing

Essential Duties and Responsibilities:

- Oversee the administrative and marketing functions of R and R Ventures LLC
- Be informed of and adhere to the marketing plan for each product line
- Collaborate with VP of Marketing to create innovative campaigns and sales tactics
- Be familiar with knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana, as it relates to marketing and packaging.
- Maintain personal and effective relationships with vendors and buyers alike.
- Properly record sales and disseminate related information to bookkeeper

Education and/or Work Experience Requirements:

- 1-2 years sales experience in a marketing and operations background
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Experience with best practices in high-volume, dynamic environments.
- Ability to interpret complex regulatory requirements
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and/or reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

1.18 Qualifications and Training

PURPOSE AND SCOPE R & R Ventures is committed to ensuring that all staff have access to learning, development and training opportunities which enable them to be suitably knowledgeable and skilled to carry out their role within the Company, and to develop their talents in ways that fit with the Company's development to meet its strategic objectives.

Recruiting- In order to be considered for a position with R & R Ventures each perspective employee must complete our employment application and agree to a full background check. Qualifications for each position are listed on the job descriptions seen below.

Proper training is a critical part of a Marijuana Establishment's success. Under Cannabis Control Commission (Commission) regulations, Marijuana Establishment Agents are required to complete training prior to performing their job functions.

- All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
- All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- Responsible Vendor Program documentation must be retained for four (4) years.
- Training will be tailored to the roles and responsibilities of each Marijuana Establishment job function.
- Each Marijuana Establishment Agent must receive eight hours of ongoing training annually. The training must include at least two hours of active in-class or online instruction time by a Commission-certified Responsible Vendor Trainer and prepare participants ("attendees") to pass a subsequent written test with a score of 70% or better.
- Employees must stay current on all trainings and required continuing education for their position.

Job Descriptions:

R and R Ventures

Job Description: President

The President will be responsible for the oversight of the entire operation. Ensuring that the COO, Director of Cultivation and Facilities and The Executive Vice President are performing their duties in the best interest of the company. All compliance with regulations, policies, and procedures, create process maps and supporting standard operating procedures (S.O.P.s), as well as lead health and safety compliance. They are responsible for assessing organizational systems (both physical and process or data related) i.e. seed to sale tracking to determine gaps in compliance specific to cultivation and determine opportunities for remediation.

Reports to: Board of Directors

Essential Duties and Responsibilities:

- Oversee the administrative and creative functions of R and R Ventures LLC
- Continuously monitor the changing regulatory landscape to assist in development, implementation, monitoring and assessment of strategic initiatives for the department and organization in the area of regulations; and
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Ensure the creation of process maps and standard operating procedures for all critical processes related to seed to sale inventory (Bio track) and compliance specific

Education and/or Work Experience Requirements:

- 1-2 years supervisory experience in a highly regulated field or in regulatory operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.

- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Chief Operating Officer/Director of Operations

The Chief Operating Officer is the primary point of contact for all administrative and regulatory functions. It is their responsibility to ensure the smooth daily operation of the facility and to ensure adherence to all relevant regulatory procedures including but not limited to: seed to sale tracking, full compliance with Massachusetts regulations for Adult use of Marijuana as established in 935 CMR 500.

Reports to: President/ CEO

Essential Duties and Responsibilities:

- Oversee operational and regulatory functions of R and R Ventures LLC
- Create, implement, and revise as needed all operations plans and procedures
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Ensure all logs are completed for proper tracking of products and cannabis materials
- Ensure all security measures are in place at all times and are adhered to
- Manage the safe and legal distribution of products to our customers via company transportation
- Conduct disciplinary and human resource functions as necessary.
- Monitor trends in the industry
- Monitor regulatory changes and ensure all compliance
- Manage and delegate responsibility to Production Assistant

Education and/or Work Experience Requirements:

- 5-10 years supervisory experience in operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Vice President of Cultivation/Facilities

The Vice President of Cultivation/Facilities has responsibility for the regulatory compliant operation of the entire cultivation facility, oversight of the mechanical operation of the facility at large, and the adherence to all safety and security protocols. It is their responsibility to ensure the smooth daily operation of the cultivation operation and to ensure adherence to all relevant regulatory procedures including but not limited to: seed to sale tracking, full compliance with Massachusetts regulations for Adult use of Marijuana as established in 935 CMR 500.

Reports to: President/ CEO

Essential Duties and Responsibilities:

- Oversee cultivation functions of R and R Ventures LLC
- Oversee and maintain the physical plant
- Create, implement, and revise as needed all cultivation, safety, and security plans and procedures
- Ensure that all anti-contamination measures are functioning and adhered to
- Ensure that all odor control measures are functioning and adhered to
- Ensure the Completion of all necessary logs for proper product and plant tracking
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Monitor cultivation and facility trends in the industry
- Monitor regulatory changes and ensure all compliance
- Manage and delegate responsibility to Cultivation Assistant

Education and/or Work Experience Requirements:

- 5-10 years supervisory experience in facility management
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.

- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Executive Vice President/Director of Marketing

The Executive Vice President/Director of Marketing will be responsible for the oversight of all administrative functions including bookkeeping, seed to sale tracking, and product/brand marketing/sales. They must ensure that the Field Sales Manager and Bookkeeper are performing their duties in the best interest of the company. They are responsible for assessing organizational systems (both physical and process or data related) i.e. seed to sale tracking to determine gaps in compliance specific to cultivation and determine opportunities for remediation.

Reports to: President/CEO

Essential Duties and Responsibilities:

- Oversee the administrative and marketing functions of R and R Ventures LLC
- Create and implement a marketing plan for each product line
- Maintain thorough knowledge of Massachusetts Cannabis regulatory agencies laws and regulations. Particularly extensive knowledge of 935 CMR 500.000 adult use of Marijuana.
- Assess the success of current and on-going marketing practices and make recommendations for changes.
- Manage and delegate responsibility to Field Sales Manager and bookkeeper

Education and/or Work Experience Requirements:

- 1-2 years supervisory experience in a marketing and operations
- Sufficient knowledge of the provisions of , 935 CMR 500.000, as well as any OSHA affiliated regulations
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience championing best practices in high-volume, dynamic environments.
- Experience systematically implementing, coordinating and organizing auditable record systems;
- Solid experience in the mitigation and minimization of regulatory related impacts; and
- Experience in interpretation of complex regulatory requirements
- Experience in writing and training team members on implementation of S.O. P's
- Knowledge of general security compliance requirements and technologies.
- General knowledge of workplace health and safety requirements
- Proficient in spreadsheet and data management software, particularly EXCEL
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Cultivation Assistant

The Cultivation Assistant will perform all functions pertaining to the maintenance of the marijuana cultivation operation. They perform many of the essential daily functions that will ensure that our products are of the highest possible quality.

Reports to: Vice President of Cultivation/Facilities

Essential Duties and Responsibilities:

- Plant cultivation and maintenance
- Operation and maintenance of the watering system
- Plant Nutrient maintenance
- Maintenance of the lighting system
- Safe and proper operation of the trimming and packaging machines
- Completing all necessary logs for proper product and plant tracking
- Maintenance and cleanliness of the facility
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience with horticulture or other related fields
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of processing and manufacturing tasks

Skills & Abilities:

- Superior communication skills
- Ability to effectively plan and prioritize
- Outstanding organizational skills
- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Production Assistant

The Production Assistant will perform all functions pertaining to the production and packaging of marijuana products. They perform many of the essential daily functions that will ensure that our products are of the highest possible quality.

Reports to: Vice President of Cultivation/Facilities

Essential Duties and Responsibilities:

- Follow recipes and procedures for the production of infused marijuana products.
- Operation and maintenance of the cooking and decarboxylation systems
- Maintenance of kitchen and packaging equipment
- Safe and proper operation of the kitchen tools and packaging machines
- Completing all necessary logs for proper product and plant tracking
- Maintenance and cleanliness of the facility
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience in a high-volume production kitchen
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
- Strong communication and organizational skills
- Proactive in all areas of compliance and regulations.
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Skills & Abilities:

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- Ability to act with a sense of urgency
- Ability to maintain confidentiality
- Ability to remain calm in periods of high stress or unusual activity
- Absolute reliability and honest
- Focused, detail oriented and methodical

R and R Ventures

Job Description: Bookkeeper

The Bookkeeper will perform all necessary administrative functions to ensure that records are properly kept in the areas of seed to sale tracking, GAAP accounting, bookkeeping, and personnel records.

Reports to: Executive Vice President

Essential Duties and Responsibilities:

- Ensure logs are completed properly and timely
- Maintain the proper use of our seed to sale tracking system
- Maintain accounting and general bookkeeping records to ensure payment of bills and collection of funds from customers.
- Accounts Payable
- Accounts Receivable
- Preparation of records for tax and CCC audit purposes
- Other duties as assigned

Education and/or Work Experience Requirements:

- 3-5 years' experience with bookkeeping records maintenance
- Experience and proficiency with QuickBooks and Excel
- Recent criminal record check completed (required prior to hiring);
- Demonstrated experience following a detailed process
- Strong communication and organizational skills

Job Requirements:

- Are at least 21 years of age
- Have a valid driver's license and reliable transportation
- Have no felony convictions
- Recent criminal record check completed (required prior to hiring);
- Are trustworthy and hardworking
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- Absolute reliability and honest
- Focused, detail oriented and methodical

R&R Ventures - Plan to Promote Diversity within its Workforce

Revised April 17, 2022

Above all else, any actions taken, or programs instituted by R&R Ventures will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.

Said plan will also adhere to the requirements set forth in 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

The following Goals, Programs & Measurements will be reviewed 6 months after opening to ensure progress thus far, and finally all data will be collected and analyzed 12 months after opening to determine the success of the goals. Progress will be compiled into a report and submitted to the CCC upon license renewal for the next year.

GOALS:

- A. R&R will increase the number of individuals who fall into the above-listed demographics in both entry level and management level positions.
 - 1. Comprise a Management/Executive Team of at least 25% women, 25% BIPOC
 - 2. Of the first 5 entry level positions available at R&R, those positions will be filled by 20% women, 20% BIPOC, 20% veterans, 20% people with disabilities, 20% LGBTQIA2S+
- B. R&R will promote a culture of diversity through its leaders, by putting an emphasis on inclusive leadership. All people in leadership roles will participate in trainings to learn the definition of "inclusive leadership" and to increase awareness of diversity. Content of trainings will specifically cover topics such as: privilege, implicit bias, microaggressions, and micro-affirmations.

PROGRAMS:

- A. R&R strives to recruit and retain diverse individuals. This will first be done by appealing to wide audience for employment opportunities, and for such colleagues to grow with intent on a career path at R&R. Once recruited, individuals from the above-mentioned groups will be mentored with hopes to promote from within for supervisory/management roles.
 - 1. Advertise employment opportunities at least once per quarter in diverse publications such as *The Berkshire Eagle* (out of Pittsfield MA), *The Republican* (out of Springfield MA), as well as posting it online with *MassHire Berkshire Career Center*.
 - 2. After 6 months of employment, all Entry-Level colleagues will be eligible for \$1000 tuition reimbursement program annually to be used for work-related classes. The colleague will be able to choose any program of their interest, and justify 3 specific ways that it relates to their ability to bring value to their role at R&R. (Examples include Excel/Microsoft courses, Social Media/Marketing related, Botany/Horticulture related, ServeSafe, OSHA, Culinary/Nutrition related, any course related to "Leadership/Management"). Reimbursement will be given once proof of completion and proof of payment are submitted.
 - 3. R&R will assign a member from the executive team as a Mentor to each Entry-Level Colleague after 6 months of employment to be trained for next level "supervisor" and/or "lead" role. A Job Description of the Supervisory/Lead Role will be used as the rubric and from that 3 SMART Goals will be identified. Monthly "Check-in Conversations" will be conducted with feedback from the mentor to support the colleague in achieving their goals. If the colleague achieves the 3 SMART Goals in the following 6 months, they will be promoted to said role.

- B. Require all colleagues in a supervisor role or above to enroll web-based learning such as “[Inclusive Leadership: The Power of Workplace Diversity](#)” which is a 4 week class provided by the University of Colorado (through the platform Coursera)

MEASUREMENTS:

- A. Total number of colleagues hired who are women, BIPOC, veterans, people with disabilities will be counted. This number will be compared with the total number of individuals hired, to ensure that 50% of all individuals fall within this goal. If 50% is reached, the Diversity Plan shall be considered successful. The following will be taken into consideration when comparing employee analytics to measure success against the goal (for both entry-level and management-level roles):
1. Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license
 2. Number of promotions for people falling into the above-listed demographics since initial licensure
 3. Number of positions created since initial licensure
 4. Participation in the Tuition Reimbursement Program
 5. Mentor & Colleague Assignment Workbook (which includes Colleague, Mentor, Job Description, the 3 identified SMART goals, and Monthly Check-in Notes.)
- B. Require proof of Course Material and Completion
- a. syllabus content to outlines specific topics included in course including: privilege, implicit bias, microaggressions, and micro-affirmations
 - b. completion of course through certificate of completion

DIVERSITY PROGRESS as of April 2022

R&R Ventures has yet to actively pursue any recruiting & hiring for employment, due to prolonged construction phase. The following goals all hinge upon employees that cannot be recruited/hired yet:

- Goal A-1
- Goal A-2
- Goal B

Thus, any measurement of progress/success of the Diversity Plan as it has been written is not yet applicable.

Recruitment/Hiring is expected to begin in July 2022, at which point success will become measurable.