



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282799
Original Issued Date: 10/20/2021
Issued Date: 10/20/2021
Expiration Date: 10/20/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Royal Hemp LLC

Phone Number: 917-449-5033 Email Address: levkelman@gmail.com

Business Address 1: 660 CHESHIRE ROAD Business Address 2:

Business City: LANESBOROUGH Business State: MA Business Zip Code: 01224

Mailing Address 1: 660 CHESHIRE ROAD Mailing Address 2:

Mailing City: LANESBOROUGH Mailing State: MA Mailing Zip Code: 01224

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: 100 Percentage Of Control: 100

Role: Owner / Partner Other Role:

First Name: Lev Last Name: Kelman Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Russian Jew

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Lori Last Name: Denman Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Lori Denman is married to Lev Kelman and will provide capital investment for Royal Hemp LLC.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Lori Last Name: Denman Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$491000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 660 Cheshire Road

Establishment Address 2:

Establishment City: Lanesborough Establishment Zip Code: 01224

Approximate square footage of the establishment: 2400 How many abutters does this property have?: 17

Have all property abutters 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
Community Outreach Meeting Documentation	COM_ATESTATION.pdf	pdf	5d41ea556e3bd533dbcfd790	07/31/2019
Community Outreach Meeting Documentation	Newspaper Notice.pdf	pdf	5d41ea5bbc4ba7387cf4f05b	07/31/2019
Community Outreach Meeting Documentation	Town Notice Royal Hemp.pdf	pdf	5d41ea5c6614633871924234	07/31/2019
Community Outreach Meeting Documentation	Abutter Letter Royal Hemp LLC.pdf	pdf	5d51ba9d6e3bd533dbcff057	08/12/2019
Certification of Host Community Agreement	HCA Cert form Royal.pdf	pdf	5d51bb28b0555e33d0bcfb99	08/12/2019

Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Royal Hemp Retail 021320.pdf	pdf	5e45bd8761c9e9045a792a96	02/13/2020
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Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - Royal Hemp - 021320.pdf	pdf	5e45bdc181ae16046bec9343	02/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Lev Last Name: Kelman Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Investor
First Name: Lori Last Name: Denman 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
Secretary of Commonwealth - Certificate of Good Standing	Certificate good standing SOC Royal.pdf	pdf	5d4d8657ba40853412509d09	08/09/2019
Articles of Organization	Cert of Org Royal Hemp.pdf	pdf	5d4d8d7be230513892f835ed	08/09/2019
Bylaws	Bylaws Royal Hemp.pdf	pdf	5d4d8e8754bcfa38af0364e8	08/09/2019
Department of Revenue - Certificate of Good standing	DOR Royal Hemp.pdf	pdf	5d518fd2ad2c7633c9199db7	08/12/2019

No documents uploaded

Massachusetts Business Identification Number: 001381864

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline Royal Hemp.pdf	pdf	5d4d90918595fb38875ddfcf	08/09/2019
Business Plan	Royal Hemp Business Plan 081119.pdf	pdf	5d5181e5e230513892f83a49	08/12/2019
Plan for Liability Insurance	Insurance Royal Hemp retail_manufacturing post RFI 032320.pdf	pdf	5e7a558db014bf38e46cba29	03/24/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana products Royal Hemp.pdf	pdf	5d51bc7a6614633871925b42	08/12/2019
Personnel policies including background checks	Personnel Policies and Background Checks - Royal Hemp LLC - Retail.pdf	pdf	5d51da7dcfc708389d72481a	08/12/2019
Prevention of diversion	Prevention of Diversion - Royal Hemp LLC - Retail.pdf	pdf	5d51da7fba4085341250a3db	08/12/2019
Record Keeping procedures	Recordkeeping Procedures - Royal Hemp LLC - Retail.pdf	pdf	5d51daafbc4ba7387cf50998	08/12/2019
Storage of marijuana	Storage of Marijuana - Royal Hemp LLC - Retail.pdf	pdf	5d51dab38595fb38875de65c	08/12/2019
Transportation of marijuana	Transportation of Marijuana - Royal Hemp LLC - Retail.pdf	pdf	5d51dab517ec6d33f11542ea	08/12/2019
Maintaining of financial records	Maintaining Financial Records - Royal Hemp LLC - Retail.pdf	pdf	5d51dbb66614633871925c07	08/12/2019
Inventory procedures	Inventory Procedures - Royal Hemp LLC - Retail - 021320.pdf	pdf	5e46ddb67225f00469659453	02/14/2020
Restricting Access to age 21 and older	Plan to restrict access to 21 and older - Royal Hemp - Retail - 021320.pdf	pdf	5e46ddb84dd5bb0494106c5c	02/14/2020
Quality control and testing	Quality Control and Testing - Royal Hemp - Retail - 021320.pdf	pdf	5e46ddb84fa2b004756a216d	02/14/2020
Security plan	Security Plan - Royal Hemp LLC - Retail - 021320.pdf	pdf	5e46ddba64339304b08ff9be	02/14/2020
Diversity plan	Diversity Plan - Royal Hemp - Retail - 021420.pdf	pdf	5e46deea5a2369047f226101	02/14/2020
Qualifications and training	Qualifications and training - Royal Hemp - Retail - 021420.pdf	pdf	5e46deecd43df3043d4b9664	02/14/2020
Maintaining of financial records	Maintaining Financial Records - 021420.pdf	pdf	5e46fbb4d29b0704447d7d6e	02/14/2020
Dispensing procedures	Dispensing procedures - Royal Hemp LLC - Retail - 032320.pdf	pdf	5e7a55ebd29ad935715946f6	03/24/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 7:00 PM
Tuesday From: 9:00 AM	Tuesday To: 7:00 PM
Wednesday From: 9:00 AM	Wednesday To: 7:00 PM
Thursday From: 9:00 AM	Thursday To: 7:00 PM
Friday From: 9:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, LEV KALMAN, (insert name) attest as an authorized representative of Royal Hemp LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 15, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 4, May 11 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on May 6, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 6 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

Classifieds

To place your ad,
call 1-800-234-7404

Public Notices

Commonwealth of
Massachusetts
The Trial Court
Probate and
Family Court Department

Docket No. BE19D0089DR

**DIVORCE SUMMONS
BY PUBLICATION AND MAILING**

Rosa Isales vs. Ariel Guzman

To the Defendant:

The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce, for irretrievable breakdown. The Complaint is on file at the Court.

Berkshire Probate and Family Court
44 Bank Row
Pittsfield, MA 01201

An Automatic Restraining Order has

Public Notices

been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. **SEE Supplemental Probate Court Rule 411.**

You are hereby summoned and required to serve upon:
Rosa Isales
119 Brayton Hill Terr
North Adams, MA 01247
your answer, if any, on or before **06/18/2019**. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court.

Witness, Hon. Richard A Simons,
First Justice of this Court.
Date: April 16, 2019

Francis B. Marinaro
Register of Probate

05/04/19

Public Notices

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment is scheduled for **May 15 at 6:30 pm at Lanesborough City Hall 83 North Main Street Lanesborough MA 01237**. The proposed Chocolate, Salve, Drinks Manufacturing, Grow and Dispensary is anticipated to be located at **660 Cheshire Rd Lanesborough MA**. There will be an opportunity for the public to ask questions.
05/04/19, 05/11/19



CLASSIFIEDS WORK! Call and place your ad today: 1-800-234-7404.

Announcements

LOOK HERE!

The Taconic High School Boys and Girls Track and Field Teams are holding a car wash fundraiser on Sunday, May 5 from 10am-1pm at the Stop and Shop on Dan Fox Dr in Pittsfield.
Have your car washed for a \$5 donation!!

Wanted: Someone to teach me to use the computer. 413-684-1882 call Bill

Lost

MAC COMPUTER lost April 25th in Lenox. Reward \$100. If found 413-575-0239 or jberzoff@smith.edu.

Found

FOUND. Silver hoop earring in the parking lot at Market 32. Call to claim. 413-443-7688.

Found Saturday about 7:45pm in front of Aldi's in parking lot, one Earring please call to describe and claim. 413-441-8292

CLASSIFIEDS hold many, many opportunities. They give opportunity for you to buy items, meet people, sell unwanted items, find housing, save money, earn a couple bucks, and much, much more.

Open Houses

TKG The Kinderhook Group
137 North St., Pittsfield, MA
(413) 499-7490 • www.tkgre.com

Open House
Sat., 5/4 • 10-12PM

10 Underhill Place, Pittsfield
Cozy Colonial
Open and Spacious
Most flooring Hardwood
Lots of storage
\$173,000

Hosted by:
Meg Schweitzer
B-Mile Team
413-358-3126

Signature REAL ESTATE
Associates Inc.

SATURDAY 2 OPEN HOUSES

10:30 a.m. - 12:00 p.m.

183 Allengate Ave, Pittsfield
(Off Dalton Ave or Benedict Rd)



Beautiful bright and open Cape. This home has newer gourmet fully appliance eat in kitchen with sliders to deck. Large living and dining rooms, wood floors, 2 remodeled full baths, 3 bedrooms with master on 1st floor/sliders to deck, finished room in basement and a 1 car garage. A MUST SEE!!!

\$214,900

Hosted by
Kathy Broderick

10:30 a.m. - 12:00 p.m.

113 Edward Ave., Pittsfield
(Elm to Edward)



Desirable Southeast Pittsfield. This charming 3 bedroom, 1 bath home has Class! From the moment that you walk onto the front porch, you feel and see the detail that this home offers. Oak wood floors, replacement windows, large living room, cozy kitchen, walk in pantry, manageable back yard. Great walking neighborhood.

\$169,000

Hosted by
Margaret Apkin

www.sigrealty.com
127 Elm Street - 413-443-3441

Land For Sale

OTIS. Large wooded RV site at Klondike Camping Resort. Includes water, electric, sewer hookups. Pool, tennis, clubhouse...20 minutes from Lee, MA. **\$35,000.** 203-558-9862.

Business Rentals

PITTSFIELD. Elm Street. 1,200 sf retail space in busy shopping center. Prime location. 845-638-6600

Apartment Rentals

1 BDRM. \$475/month.
2 BDRM. \$775/month.
Appliances, no utilities,
No pets. **413-347-0753.**

ALL RENTALS
on-line at:
www.rhabc.com
by the
Rental Housing Association
of
Berkshire County

NORTH ADAMS: FRANKLIN COURT
1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From \$795 to \$985 includes heat, hot water. No pets.
(413) 281-3868

RESIDENTIAL REAL ESTATE.
Downtown Lenox, MA. 74 Main Street. 1 bedroom apartment available. Secure building in excellent condition. Large windows and sunny exposure. Call for more information. Daytime 413-429-7208; Evenings 203-622-9146

Garages for Rent

★ NEW AD TODAY ★
SINGLE BAY GARAGE. in Pitts. separate lot/bay, non-heated. \$85/mo. All season. Call Michael 413-464-2697

Make your classified ad explode! Add a picture!

Help Wanted

BUS DRIVERS NEEDED
Deerfield River Transport, Charlemont Mass. looking for part time bus drivers. Must have CDL w/ passenger endorsement. Flexible schedule, 6-30 hours per week. May - Sept.
Call Jenn 413-834-0991

Claverack Pump Service is currently seeking full time positions for Field Service Technicians:
~ We currently house employees from two convenient locations ~ Applicants must be at least 18 years of age

- Qualifications are:
- CDL class B License (class A preferred)
 - Clean Driving Record
 - Drug Testing - Required
 - Lifting requirements up to 100lbs
 - Ability to work extended hours: nights, weekends & holiday's
 - Ability to work in all weather conditions
 - Hydraulic equipment operators experience preferred
 - Plumbing, electrical, construction background a plus

We offer:
Competitive wages
Health Benefits
Vacation time
Retirement Plan
Company Uniforms
Education opportunities - Technical Training Classes

We are looking for a team player - must be able to work well with others.

*Please submit a letter of interest and resume via email
info@claverackpump.com

Diesel Mechanic O'Connell Oil

Diesel Mechanic to maintain Oil Truck Fleet & Service Vans. Full time with Benefits Pkg.

Call: Jim @ 413-586-6800
or email jsobon@oconnelloil.com

REMEMBER
when placing a classified ad to get fast results be sure to include:
1 - All the details
2 - Include the price
3 - Be available to callers
As easy as 1-2-3!

MORTGAGEE'S SALE OF REAL ESTATE
PITTSFIELD - TWO FAMILY DWELLING
TUESDAY, MAY 7, 2019 @ NOON
128-131 NEWELL STREET

POSTPONED TIL JUNE 13 AT NOON

ATTY. HARRY CASTLEMAN 617-227-5660
TERMS OF SALE: A deposit of \$10,000.00 in the form of cashier or certified funds (dated no more than 90 days prior to sale) at time and place of sale. Balance due within 30 days of sale. All information regarding the above auction was derived from public records and to be used as information purposes only. Auctioneer and Attorney make no guarantee to the accuracy of information.

SALE HELD BY
TRAVERSE REAL ESTATE INC
MILTON, MA 02186
(617) 696-1181
MA LIC #105
TRAVERSECOMPANIES.COM

Open Houses

Roberts & Associates Realty, Inc.
48 Housatonic St., Lenox
413-637-4200 • www.berkshirehouses.com

OPEN HOUSE
SATURDAY, MAY 4TH, 2019 • 10:30 AM-12:00 PM

86 Mountainview Dr., Pittsfield
\$384,900



A wonderful family home near BCC with privacy and mountain views, plus large inground pool (50 x 25). Bedroom and full bath on the first floor adjacent to large kitchen. Large bright family room off kitchen with access to deck and backyard. Front of home faces East and back faces West, so sunlight abounds. Features: New Buderus furnace; alarm system; electric heat pump for the pool and the liner is 5 years old with Winter and Thermal covers.

Hosted by Marie Bourassa

Time For A New Career?
Massachusetts Sales Associate Real Estate Licensing Course
Our next Class is June 28, 29, 30 & July 6, 2019
www.gatewayschoolofrealestate.com • 413-446-7322

Steepleview Realty

ADAMS (413) 743-5903 • NORTH ADAMS (413) 664-0411
PITTSFIELD (413) 499-5903 • WWW.STEEPLEVIEW.COM

BEST OF THE BERKSHIRES 2018
HONORARY AWARD

RICHMOND, MA | \$849,900

4 Beds | 3/1 Baths | 3,042 SF | 14.87 Acres | 226647
Welcome To Singing Tree Farm!

This magical property, meticulously maintained and designed with comfortable living in mind, is crafted with undeniable quality and consists of the main house, an Amish built five-stall horse barn, round pen and a sweet shed. Featuring chef's kitchen, open floor plan, first floor master suite, partially finished basement with potential for expansion, and a magnificent screen porch, this house has it all! The house, barn and natural surroundings merge together beautifully to create an unrivaled retreat on 14.8 glorious Richmond acres. This property needs to be seen and experienced to fully understand the many amenities offered!

Nick Geranios
413.822.6598
ngeranios@williampitt.com

William Pitt | **Sotheby's**
INTERNATIONAL REALTY

Each Office is Independently Owned and Operated. 🏡

Berkshire County's BOOK OF HOMES

Invest your advertising dollars in Berkshire County's Book of Homes, the most prominent real estate publication in Western Massachusetts

- ✓ Reach more than 70,000 readers and potential customers with your ad in the Book of Homes
- ✓ The convenient but spacious page size allows for a large number of properties to be featured economically
- ✓ The high-quality design of the Book of Homes includes a full-cover on heavy stock, which is available to feature a specific property on a first come - first served basis
- ✓ Your ad in Book of Homes has high visibility online all month long

For more information, please contact your Eagle Advertising Consultant directly or call the number below
phone: 413-496-6226 fax: 413-499-3419 www.berkshireeagle.com

ADVERTISE YOUR PROPERTIES

NEW BOOK OF HOMES
APRIL 2016

THE BERKSHIRE EAGLE digitalfirst
Published on the last Saturday of every month by The Berkshire Eagle and
www.BerkshireEagle.com/BookofHomes

Find us on **facebook**



Commonwealth of Massachusetts
Town of Lanesborough

Attachment B

Newton Memorial Town Hall
Post Office Box 1492
83 North Main Street
Lanesborough, MA 01237
Tel. (413) 442-1167
FAX (413) 443-5811
www.lanesborough-ma.gov

July 2, 2019

Cannabis Control Commission

re: Royal Hemp, LLC

Dear Commissioners,

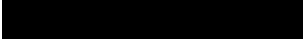
This certifies that Royal Hemp LLC notified the town of Lanesborough within 7 days of their Community Outreach Meeting, which was held at Town Hall on May 15th at 6:30pm.

Regards,

Kelli A. Robbins, Esq.

Town Manager

Lev Kelman
Royal Hemp LLC
660 Cheshire Rd.
Lanesborough, MA 01224
levkelman@gmail.com


684 Cheshire Rd.
Lanesborough, MA 01237

May 5, 2019

Dear Abutter to 660 Cheshire Rd.,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 15 at 6:30 pm at Lanesborough City Hall 83 North Main Street Lanesborough MA 01237 The proposed Chocolate, Salve, Drinks Manufacturing, Grow and Dispensary is anticipated to be located at 660 Cheshire Rd Lanesborough, MA. There will be an opportunity for the public to ask questions. Please reach out if you are not able to attend the meeting.

Sincerely,



Kev Kelman
Owner, Royal Hemp LLC

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

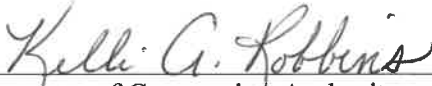
I, Lev Kelman, (*insert name*) certify as an authorized representative of Royal Hemp LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Lanesborough, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August 5, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Kelli A. Robbins, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Lanesborough (*insert name of host community*) to certify that the applicant and Lanesborough (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 5, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Royal Hemp LLC; Plan to Remain Compliant with Local Zoning Retail

Royal Hemp LLC attests that it will, through its operation of a retail establishment in the town of Lanesborough, MA, follow and remain compliant with all local zoning requirements, including but not limited to the below sections of the Lanesborough Zoning Bylaw below. No special permit is required as retail is allowed by right. A site plan was approved through the Select Board.

Section IV; Use Regulations (A) USES PERMITTED

Section IV; Use Regulations (B) USES REQUIRING SPECIAL PERMITS

Section IV; Use Regulations (C) DISTRICTS PERMITTED USES

Section IV; Use Regulations (D) PERFORMANCE STANDARDS (1-6) Section VIII; Special Provisions (B) PARKING REQUIREMENTS (5-8)

Section VIII; Special Provisions (C) OFF-STREET LOADING REQUIREMENTS Section VIII; Special Provisions (D) SIGNS

As Royal Hemp LLC has been granted a host agreement by the town of Lanesborough, we plan to follow the use regulations for permitted use at our 660 Cheshire Road location, performance standards for security and fire, and special provisions for parking, loading, signs, etc. All required building permits will be acquired through the requisite departments.

We will also communicate with the planning board and other departments to remain updated and compliant with any changes or additions to local zoning.

The Green Gateway Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Pittsfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. Royal Hemp, LLC has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means.

Acknowledgements

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

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Goals:

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **quarterly** training seminars (see seminar content below)
 - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
 - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
 - PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.

- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, access to resource center providing links and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

One day seminar - This free, quarterly seminar will be conducted at a suitable venue in the above ADI. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a web-based, “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to an online resource center that provides links to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ page, where PTG participants may post questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the one-day seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will be made available to the CCC, state funding agencies, and local business development organizations. This report will help assess and measure the obstacles and routes to success for PTG participants.

Measurements:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees are PTGs from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define "sustained participation" as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our online resource center, or participating in our weekly telephone conference during the 3 months following their first seminar
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual survey data report to at least two state organizations, the governing body of the above ADI, and at least two independent regional workforce development and/or economic development organizations.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.



William Francis Galvin
Secretary of the
Commonwealth

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

July 31, 2019

TO WHOM IT MAY CONCERN:

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

ROYAL HEMP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 2, 2019.**

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: **LEV KELMAN**

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

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



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

		The Commonwealth of Massachusetts William Francis Galvin Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640		Minimum Fee: \$500.00						
Certificate of Organization (General Laws, Chapter)										
Identification Number: <u>001381864</u>										
1. The exact name of the limited liability company is: <u>ROYAL HEMP LLC</u>										
2a. Location of its principal office: No. and Street: <u>660 CHESHIRE ROAD</u> City or Town: <u>LANESBOROUGH</u> State: <u>MA</u> Zip: <u>01224</u> Country: <u>USA</u>										
2b. Street address of the office in the Commonwealth at which the records will be maintained: No. and Street: <u>660 CHESHIRE ROAD</u> City or Town: <u>LANESBOROUGH</u> State: <u>MA</u> Zip: <u>01224</u> Country: <u>USA</u>										
3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered: <u>HOLISTIC WELLNESS</u>										
4. The latest date of dissolution, if specified:										
5. Name and address of the Resident Agent: Name: <u>CORPORATE CREATIONS NETWORK INC.</u> No. and Street: <u>225 CEDAR HILL STREET #200</u> City or Town: <u>MARLBOROUGH</u> State: <u>MA</u> Zip: <u>01752</u> Country: <u>USA</u>										
I, <u>CORPORATE CREATIONS NETWORK INC.</u> , 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:										
<table border="1"><thead><tr><th>Title</th><th>Individual Name <small>First, Middle, Last, Suffix</small></th><th>Address (no PO Box) <small>Address, City or Town, State, Zip Code</small></th></tr></thead><tbody><tr><td>MANAGER</td><td>LEV KELMAN</td><td>660 CHESHIRE ROAD LANESBOROUGH, MA 01224 USA</td></tr></tbody></table>					Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>	MANAGER	LEV KELMAN	660 CHESHIRE ROAD LANESBOROUGH, MA 01224 USA
Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>								
MANAGER	LEV KELMAN	660 CHESHIRE ROAD LANESBOROUGH, MA 01224 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.										
<table border="1"><thead><tr><th>Title</th><th>Individual Name <small>First, Middle, Last, Suffix</small></th><th>Address (no PO Box) <small>Address, City or Town, State, Zip Code</small></th></tr></thead><tbody><tr><td>SOC SIGNATORY</td><td>LEV KELMAN</td><td>660 CHESHIRE ROAD</td></tr></tbody></table>					Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>	SOC SIGNATORY	LEV KELMAN	660 CHESHIRE ROAD
Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>								
SOC SIGNATORY	LEV KELMAN	660 CHESHIRE ROAD								

LANESBOROUGH, MA 01224 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 <small>First, Middle, Last, Suffix</small>	Address <small>(no PO Box)</small> <small>Address, City or Town, State, Zip Code</small>
REAL PROPERTY	LEV KELMAN	660 CHESHIRE ROAD HACKENSACK, NJ 07601 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of May, 2019,
KRISTEN FUNDARO

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

Bylaws Royal Hemp LLC

ARTICLE I
OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such

notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not

by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by

the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the

officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing

dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED
August 8, 2019.

Lev Kelman, Manager



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

mass.gov/dor

Letter ID: L0890525568
Notice Date: August 9, 2019
Case ID: 0-000-889-064



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEV KELMAN
ROYAL HEMP LLC
660 CHESHIRE RD
LANESBOROUGH MA 01237-9740

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ROYAL HEMP 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

BUSINESS PLAN

Royal Hemp, LLC

Lanesborough, MA



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1. Executive Summary

SNAPSHOT: Royal Hemp LLC.

Business Overview

- Massachusetts-based manufacturer, retailer and wholesaler of fine marijuana -based products.
- Retailing high-end, adult-use chocolate and confectionary, cannabis extract products, and high CBD oil products.
- Retailing both in-house, and other high quality cannabis products sold under “Royal Hemp” label and other brands.
- Offering recreational cannabis & High-CBD cannabis strains for medical use.
- Acquired co-located manufacturing, distribution and sales location.

Financial Projections

- Gross revenues are projected to be \$6.4M in year one, climbing to \$7.1M in year five.

Sources and Uses

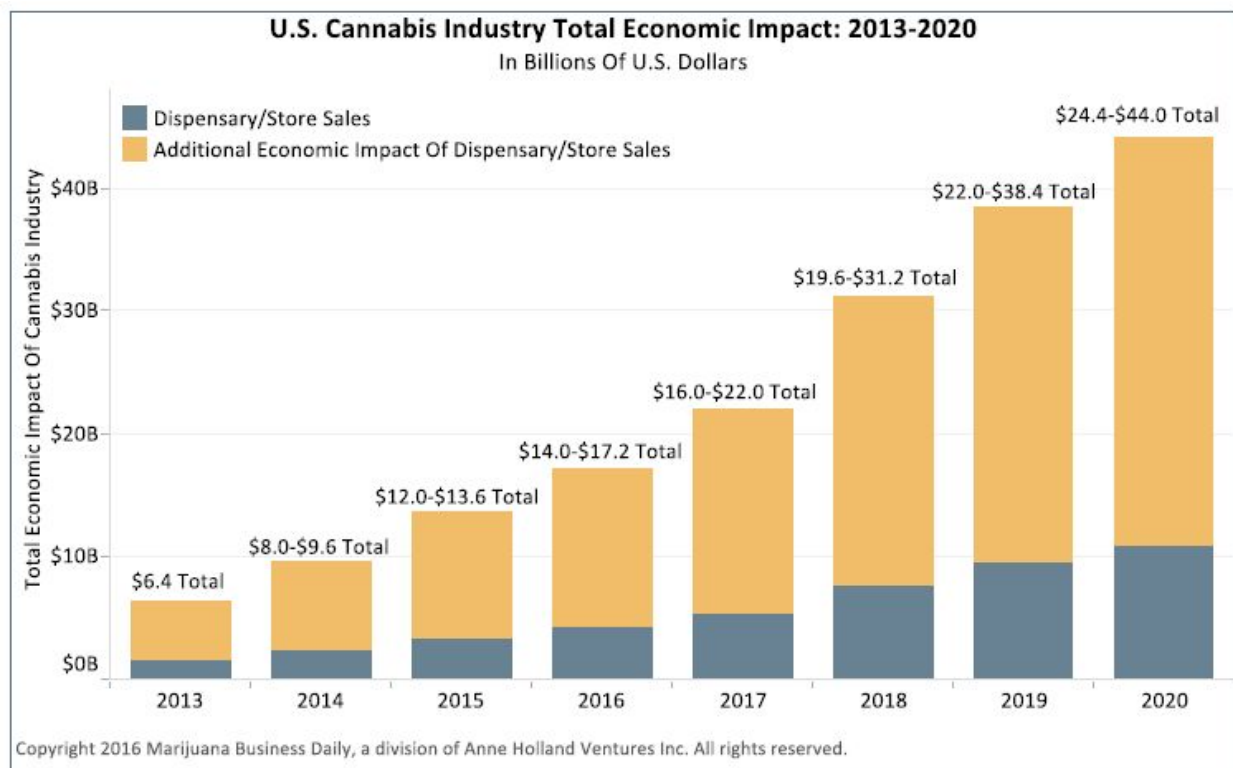
- Royal Hemp is privately funded and will require approximately \$391,300 for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: Royal Hemp LLC (Royal Hemp) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal manufacture, wholesale and retail sale of high-quality cannabis products. Our co-located facility will produce and manufacture a range of high-end, cannabis-infused chocolate and confectionary products, and a range of cannabis extract topical and edible products. These products will be available for wholesale and, together with a broader range of other brand products made available for sale through our retail store.

We aim to serve the local community, the “Berkshire” region, and the state as a whole. We eagerly anticipate rapid expansion through the eventual removal of any and all federal restrictions.

Royal Hemp will stand out in the market through the uncompromising quality and appeal of its products, its convenient location, availability, and its efforts to both serve and integrate within the local community. *Royal Hemp's* core business ethos is to inspire a conscientious approach to responsible, adult-use, cannabis consumption through community, retailer, and customer engagement.

Market: With the passing of new legislation, legal cannabis is the fastest growing US Industry. According to ArcView Market Research, the US national legal cannabis market value is now assessed at \$6.7 billion, comprising all states that have active and open sales of cannabis and marijuana products to people legally allowed to possess it under state law. The national market is projected to grow from current levels to \$24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use cannabis market are sure to see a great many players of all sizes looking to stake their claim in the market. The initial phases of this liberalization will likely witness much innovation, novelty, and social exploration. It is likely that a great many retailers will successfully apply for licenses and that these retailers will naturally need products to sell. The initial "novelty-factor" of legalized cannabis will (if legalization in other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in sales on the market as a whole.



Royal Hemp benefits will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by manufacturing and supplying select cannabis products of both our own creation and from among the best that Massachusetts cultivators and manufacturers have to offer.

Royal Hemp will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in cannabis educational seminars. These services are intended to build market awareness of the *Royal Hemp* brand, highlight the quality of our products, and encourage community objectives that reflect with which *Royal Hemp*'s wishes to be associated.

Competition: The Massachusetts adult-use cannabis industry is in the emerging stages of market growth. *Royal Hemp* will undoubtedly see competition from other retailers. It is evident that medical marijuana companies, once considerably supported by recreational users under the guise of medical use, project a slump in the medical niche in favor of the burgeoning recreational market. Medical licensees will rapidly make their product available to retailers and open recreational retail stores of their own. That being said, medical marijuana companies will face some stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where *Royal Hemp* intends to play, initially.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *Royal Hemp* in the best position to succeed.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Benchmarks.

- The above study suggests the following: Monday through Friday an average of 24 customers per hour. Saturdays and Sundays an average of 35 customers per hour. The average purchase per customer is estimated to be \$71.00.

Capital Requirements: The capital requirements for *Royal Hemp* to execute this business plan are approximately **\$334,000** plus including working capital (excluding inventory) and a further **\$57,300** of permitting costs for the first year of operations.

The Company will allocate the invested capital to the following:

Construction, Fit-out, and operations	134,000
Permits, Consulting, Licensing, and, Applications	57,300
Production and Retail Equipment	100,000
Working Capital	100,000
TOTAL	391,300

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	4,294,080	4,422,902	4,555,589	4,692,257	4,833,025
Wholesale Sales	2,146,988	2,221,398	2,277,740	2,346,072	2,346,072
TOTAL REVENUE	6,441,068	6,634,300	6,833,329	7,038,329	7,179,097
Total COGS	930,731	958,653	987,413	1,017,035	1,047,546
Non-deductible expenses	633,000	661,990	681,550	701,696	722,447
Income Tax @30%	1,653,101	1,702,694	1,753,775	1,806,388	1,839,465
Estimated net income	2,902,182	2,979,248	3,068,925	3,161,293	3,210,683

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction

Royal Hemp will be based on the outskirts of Lanesborough, north of Pittsfield at the site of a currently vacant pizza restaurant. This building, while owned and controlled by Lev Kelman through a separate property management company will enjoy extensive renovations to prepare it for its new role as the corporate headquarters. *Royal Hemp* will manufacture, wholesale, and retail a range of high-quality cannabis products. A large selection of these products will be expertly-crafted in house and will include a range of edibles, confectionary, and topicals. All products, whether in-house, or sourced from elsewhere will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership

Royal Hemp, LLC is wholly owned by Lev Kelman, an expert Chocolatier and confectioner with many years of successful business experience at his home base in New York, as well as a passionate interest and understanding of all things cannabis.

2.3 Legal Counsel

Thomas J. Hamel

Attorney Hamel a 1988 graduate of Vermont Law School, is originally from Attleboro Massachusetts, but located to Berkshire County and has exclusively practiced law there since 1989. Tom has built and concentrated his practice in the representation of closely-held businesses, and is focused primarily in the areas of transactional and business matters within the four counties of western Massachusetts. His clientele includes individuals as well as business organizations, primarily privately-held, of multiple form, type and size. Tom has over 20+ years of experience working on business and corporate transactions for business owners, buyers and sellers. He regularly advises new and established businesses on all aspects of incorporation and business formation and he has been privileged with the opportunity to represent a number of local companies in Berkshire County as well as local counsel to several regional and national companies, including financial, manufacturing, retail, investment, construction and real estate development companies.



3. Products

3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. *Royal Hemp* will offer a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Royal Hemp* will carefully select only the superior current and future stars of the cannabis constellation.

Royal Hemp will offer the following product classes for sale at our Lanesborough retail store and wholesale for distribution to licensed retail stores:

- **THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Royal Hemp* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.



- **Flower** - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating

rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standardized weight portions pre-packaged that preserve freshness, quality, and flavor at the point of sale.



- **Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.
- **Other Products** – While our core products will be those listed above, Royal Hemp fully intends to offer a number of cutting-edge products and will carefully study the opportunities offered for the profitable sale of exceptional products offered by other manufacturers.

4. The Market

4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana Establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

Royal Hemp's high-end licensed retail store will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for *Royal Hemp* will come, unsurprisingly, from retailers and manufacturers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, *Royal Hemp* feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of *Royal Hemp*.

5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive manufacturing retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

Royal Hemp will be recognized as a cannabis retailer and manufacturer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. *Royal Hemp* will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

6.2 Marketing Strategy

Value Proposition - *Royal Hemp* will offer for wholesale and retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience. Our high-quality cannabis products will be created in house and supplied by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. *Royal Hemp* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize *Royal Hemp* as a brand, manufacturer and retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

Royal Hemp customers, together with *Royal Hemp*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means outlined in the *customer engagement*, *direct advertising*, and *educational activities* sections below.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and

flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end product. These methods often result in cannabis products that seem lifeless and lack complexity with regards to both flavor and healthful attributes. In short, a product that is fine for a quick high, but which is sorely lacking for the more discerning or sophisticated demographic.

Royal Hemp's approach allows us to only select cannabis products that respect the fundamental needs of the cannabis plant. We ensure that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

Promotion - The *Royal Hemp* Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *Royal Hemp* products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Royal Hemp's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product and extraneous odors.

Direct marketing through our retail outlet – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term. As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising platforms – often pay-per-click models – these can be costly and are most likely to reach those who are already fully-embedded in the cannabis culture rather than the more significant part of our general target market.

Royal Hemp will navigate the above-mentioned state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

Customer engagement through community support activities – *Royal Hemp* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Royal Hemp* customers' values to the local community while reinforcing the *Royal Hemp* brand.

Direct advertising – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available at our retail outlet, and distributed to our wholesale customers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

A condition of voting in our community fund campaign or participation in our educational programs will be to share e-mail or social media contact details. This data will allow us to rapidly build our marketing database and enable us – in a manner that satisfies legislative constraints - to direct advertising and promotions at a target audience that is of legal age to consume, is pre-disposed to cannabis consumption and is likely to share our community support aspirations and values.

Educational activities – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities.

Royal Hemp has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

Community informational activities – The *Royal Hemp* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Royal Hemp* to partner in activities that help us qualify for the *Leadership Ratings Program*. Such events will be used to promote *Royal Hemp* products and the *Royal Hemp* brand.

Customer Service Excellence - *Royal Hemp* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Royal Hemp* team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a retail vendor of cannabis products *Royal Hemp* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view *Royal Hemp* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Royal Hemp* as a responsible, mindful supplier of high-quality cannabis products that meet their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives

1. Persuade our wholesale customers that our brand and products represent qualities and features that they desire.
2. Persuade retail customers that our brand and products fit well with their consumption patterns, lifestyle, and ethical self-image.
3. Engage end-user customers in our community supportive marketing efforts.
4. Satisfy and exceed customer service expectations.

Wholesale Target Market - Customers of licensed retail stores throughout the Commonwealth will be actively seeking high-quality, consistent products that attract consumers, offer good margins, and rapid turnover. Our top quality, THC-infused chocolates and edibles, and our topical personal care products offer these very qualities. We intend to market and sell these products to licensed retail stores across the State.

Retail Target Market - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Royal Hemp* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market;

Consumers over 40 years old – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.

Adult female consumers – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.

Independent medical consumers – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use of cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of cannabis offers them the benefits that they seek and new medical consumers who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

Market Channels - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Royal Hemp* will sell its products solely through our licensed retail cannabis establishment.

6.3 Sales Strategy

Target Sales Market

As a manufacturing, wholesale and retail sales operation, our primary target sales market must be the current and potential adult cannabis retail stores and their consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Department of Public Health, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2019, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread

throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.



6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Royal Hemp* business plan demonstrates a need for **\$334,000** in capital expenditure for space preparation, fit-out, systems, and equipment, and a further **\$57,300** to meet initial licensing needs, and the establishment of a strategic reserve totaling **\$500,000** during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition

The *Royal Hemp* facility will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management and Staff

The proper management of all aspects of the proposed project is crucial to the success of *Royal Hemp*. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The two principal owners and operators will be:

Lev Kelman is a New York resident and successful chocolatier who operates two retail stores offering a range of in-house chocolate and confectionery products. Lev has a demonstrated track record for operating both manufacturing and retail facilities. He will use his extensive team-building skills to hire local staff to lead and execute his plans. .

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 10 full-time employees with salaries ranging from \$35,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of Royal Hemp and Lanesborough.

8. Financials

8.1 Financial Assumptions

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates – Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

[illegible]

[illegible]

[illegible]

PROFORMA CASH FLOW STATEMENT					
Summary					
Royal Hemp LLC					
	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Cash on Hand	500,000	500,000	500,000	500,000	500,000
Startup Capital	391,300	0	0	0	0
Cash from reserve	0	0	0	0	0
Cash Receipts					
Cash Sales	6,441,068	6,634,300	6,833,329	7,038,329	7,179,097
Total Cash Available (before cash out)	7,332,368	7,134,300	7,333,329	7,538,328	7,679,097
Cash Paid Out					
Cost of Goods Sold	930,731	958,653	987,413	1,017,035	1,047,546
Salaries & Wages (Deductible)	72,000	74,160	76,385	78,676	81,037
Salaries & Wages (Non-Deductible)	240,000	247,200	254,616	262,254	270,122
Marketing, Advertising, PR	36,000	37,080	38,192	39,338	40,518
Security & Surveillance Monitoring	120,000	123,600	127,308	131,127	135,061
Land and Property Lease	36,000	37,080	38,192	39,338	40,518
Property Taxes	0	10,000	10,000	10,000	10,000
General Utilities	12,000	12,360	12,731	13,113	13,506
Bank Services & Payment Processing	12,000	12,360	12,731	13,113	13,506
Permits, Licenses & Applications	24,000	24,720	25,462	26,225	27,012
Software	30,000	30,900	31,827	32,782	33,765
Travel	0	0	0	0	0
Insurance	30,000	30,900	31,827	32,782	33,765
Professional Fees	21,000	21,630	22,279	22,947	23,636
General Admin Overhead	1,563,731	1,620,643	1,668,963	1,718,732	1,769,993
General Distribution	0	0	0	0	0
Total	3,127,463	3,241,287	3,337,925	3,437,463	3,539,987
Cash Paid Out (Non P&L)					
Hard Startup Costs	294,000	0	0	0	0
Soft Startup Costs	57,300	0	0	0	0
Community Support Tax @ 2%	128,821	132,686	129,475	140,767	143,582
Community Impact Fund @ >3%	193,232	199,029	194,213	211,150	215,373
Income Tax @ 30%	1,653,101	1,702,694	1,753,775	1,806,388	1,839,465
Owners' withdrawal	1,942,182	2,979,248	3,086,904	3,161,293	3,210,683
Total	4,268,636	5,013,657	5,164,367	5,319,598	5,409,103
Total Cash Paid Out	5,832,368	6,634,300	6,833,329	7,038,329	7,179,096
Cash Reserve					
Starting Balance	0	500,000	500,000	500,000	500,000
Credit	500,000	0	0	0	0
Debit	0	0	0	0	0
Ending Balance	500,000	500,000	500,000	500,000	500,000

Year 2

PROFORMA CASH FLOW STATEMENT

Royal Hemp LLC

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Operating Cash on Hand	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	6,634,300
Total Cash Available (before cash out)	1,052,859	1,052,859	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	1,052,858	7,134,300
Cash Paid Out	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Cost of Goods Sold	79,888	79,888	79,888	79,888	79,888	79,888	79,888	79,888	79,888	79,888	79,888	79,888	958,653
Property Taxes/Rent/Mortgage	6,180	6,180	6,180	6,180	6,180	6,180	6,180	6,180	6,180	6,180	6,180	6,180	74,160
Labor	20,600	20,600	20,600	20,600	20,600	20,600	20,600	20,600	20,600	20,600	20,600	20,600	247,200
Security & Surveillance Monitoring	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	37,080
General Utilities	10,300	10,300	10,300	10,300	10,300	10,300	10,300	10,300	10,300	10,300	10,300	10,300	123,600
Bank Services & Payment Processing	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	37,080
Permits, Licenses & Applications	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000
Software	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	12,360
Garbage	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	12,360
Insurance	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	24,720
Professional Fees	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	30,900
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
General Admin Overhead	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	30,900
General Distribution	1,803	1,803	1,803	1,803	1,803	1,803	1,803	1,803	1,803	1,803	1,803	1,803	21,630
Total	144,220	134,220	134,220	134,220	134,220	134,220	134,220	134,220	134,220	134,220	134,220	134,220	1,620,643
Cash Paid Out (Non P&L)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Hard Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Soft Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Support Tax @ 2%	11,057	11,057	11,057	11,057	11,057	11,057	11,057	11,057	11,057	11,057	11,057	11,057	132,686
Community Impact Fund @ >3%	16,586	16,586	16,586	16,586	16,586	16,586	16,586	16,586	16,586	16,586	16,586	16,586	199,029
Income Tax @ 30%	141,891	141,891	141,891	141,891	141,891	141,891	141,891	141,891	141,891	141,891	141,891	141,891	1,702,694
Owners' withdrawal	239,104	249,104	249,104	249,104	249,104	249,104	249,104	249,104	249,104	249,104	249,104	249,104	2,979,248
Total	408,638	418,638	418,638	418,638	418,638	418,638	418,638	418,638	418,638	418,638	418,638	418,638	5,013,657
	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	552,858	6,634,300
Cash Position Ending	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Transfer to Cash Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Cash Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Cash Reserve													
Starting Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Credit	0	0	0	0	0	0	0	0	0	0	0	0	0
Debit	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000

Year 4

PROFORMA CASH FLOW STATEMENT

Royal Hemp LLC

[illegible]

Year 5

PROFORMA CASH FLOW STATEMENT

Royal Hemp LLC

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Operating Cash on Hand	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Receipts													
Cash Sales	598,258	598,258	598,258	598,258	598,258	598,258	598,258	598,258	598,258	598,258	598,258	598,258	7,179,097
Total Cash Available (before cash out)	1,098,258	1,098,259	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	1,098,258	7,679,097
Cash Paid Out	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Cost of Goods Sold	87,296	87,296	87,296	87,296	87,296	87,296	87,296	87,296	87,296	87,296	87,296	87,296	1,047,546
Property Taxes/Rent/Mortgage	6,753	6,753	6,753	6,753	6,753	6,753	6,753	6,753	6,753	6,753	6,753	6,753	81,037
Labor	22,510	22,510	22,510	22,510	22,510	22,510	22,510	22,510	22,510	22,510	22,510	22,510	270,122
Security & Surveillance Monitoring	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	40,518
General Utilities	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	11,255	135,061
Bank Services & Payment Processing	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	40,518
Permits, Licenses & Applications	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000
Software	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	13,506
Garbage	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	13,506
Insurance	2,251	2,251	2,251	2,251	2,251	2,251	2,251	2,251	2,251	2,251	2,251	2,251	27,012
Professional Fees	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	33,765
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
General Admin Overhead	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814	33,765
General Distribution	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	23,636
Total	156,666	146,666	146,666	146,666	146,666	146,666	146,666	146,666	146,666	146,666	146,666	146,666	1,769,993
Cash Paid Out (Non P&L)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Hard Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Soft Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Support Tax @ 2%	11,965	11,965	11,965	11,965	11,965	11,965	11,965	11,965	11,965	11,965	11,965	11,965	143,582
Community Impact Fund @ >3%	17,948	17,948	17,948	17,948	17,948	17,948	17,948	17,948	17,948	17,948	17,948	17,948	215,373
Income Tax @ 30%	153,289	153,289	153,289	153,289	153,289	153,289	153,289	153,289	153,289	153,289	153,289	153,289	1,839,465
Owners' withdrawal	258,390	268,391	268,390	268,390	268,391	268,390	268,390	268,390	268,391	268,390	268,390	268,390	3,210,683
Total	441,592	451,593	451,592	451,592	451,593	451,592	451,592	451,592	451,593	451,592	451,592	451,592	5,409,103
Total Cash Paid Out	598,258	598,259	598,258	598,258	598,259	598,258	598,258	598,258	598,259	598,258	598,258	598,258	7,179,096
Cash Position Ending	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Transfer to Cash Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Cash Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Cash Reserve													
Starting Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Credit	0	0	0	0	0	0	0	0	0	0	0	0	0
Debit	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



- | | |
|---------------------|-------------------------------|
| Section I: | Premium Summary |
| Section II: | Location & Operations Summary |
| Section III: | Coverage Summary |
| Section IV: | Coverage Form Summary |
| Section V: | Binding Requirements |

Section I

QUOTE

Quote Prepared: Royal Hemp LLC

Date Prepared: 03/23/2020

Broker of Record: Cannabis Insurance Consultants, Inc.

Producer: Tony Carastro

Knight specialty Insurance Company

Coverages

Quote

Rating Basis:

<ul style="list-style-type: none">• General Liability & Product Liability• Property	<table><tr><td>Total Premium</td><td>\$59,580.00</td></tr><tr><td>Underwriting Fee</td><td>\$1,500.00</td></tr><tr><td>Inspection Fee</td><td>\$625.00</td></tr><tr><td>Stamping Fee</td><td>\$22.41</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$1336.15</u></td></tr><tr><td>Grand Total</td><td>\$63,063.56</td></tr></table>	Total Premium	\$59,580.00	Underwriting Fee	\$1,500.00	Inspection Fee	\$625.00	Stamping Fee	\$22.41	<u>Surplus Lines Tax</u>	<u>\$1336.15</u>	Grand Total	\$63,063.56	<ul style="list-style-type: none">• General Liability – Gross Revenue• Gross Revenue: \$4,500,000• Property – Property Values
Total Premium	\$59,580.00													
Underwriting Fee	\$1,500.00													
Inspection Fee	\$625.00													
Stamping Fee	\$22.41													
<u>Surplus Lines Tax</u>	<u>\$1336.15</u>													
Grand Total	\$63,063.56													

Section II

Scheduled Operations:

Recreational Cannabis Retail & Manufacturing

Scheduled Locations:

Loc #1/Bldg #1

2926 Brighton 12th st.2nd floor Brooklyn NY 11235

Section III

Coverage Summary

General Liability Coverage Links		Occurrence Form		Premium
General Aggregate				\$2,000,000.00
Each Occurrence				\$1,000,000
Products Completed Operations				Excluded
Personal & Advertising Injury				\$1,000,000
Damage to Premises Rented to You				\$100,000
Pesticide Endorsement				\$50,000
Medical Payments				\$1,000
				\$1,000,000
Hired and Non-Owned Auto Endorsement				\$0
Deductible				\$2500 (Per Occurrence)
Additional Insured Certificate	(Fully Earned)	#1		\$50.00
Primary Wording		#0		\$0.00
Waiver of Subrogation		#0		\$0.00

Property		Knight Specialty Insurance Company (A.M. Best Rated B X)		Coverage Limits	Premium
Building	RCV, 90% Coinsurance			\$1,000,000.00	
	Wind and Hail Excluded				
Loss of Income	90% Coinsurance			\$100,000.0	
Cannabis Inventory/Finished Stock	ACV			\$500,000.00	
*Cannabis Finished Stock on Display is limited to				\$00,000.00 (LOC	
*Cannabis Finished Stock on Display is limited to				1) \$00,000.00	
*Cannabis Finished Stock on Display is limited to					
Outdoor Sign	RCV, 90% Coinsurance			\$0,000.00	
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance			\$0.00	
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance			\$0.00	
Business Personal Property	RCV, 90% Coinsurance			\$20,000.00	
Tenants Improvements	RCV, 90% Coinsurance			\$0,000.00	
Property Deductible				\$2,500 (Per Occurrence)	
Commercial Property Endorsement	Form				Not Quoted
• Accounts Receivable				\$25,000	
• Employee Dishonesty				\$25,000	
• Money & Securities				\$25,000	
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)				\$25,000	
• Outdoor Property (Trees, Shrubs or Plants)				\$500 each tree/\$2,500	
• Personal Effects and Property of Others				\$25,000	
• Property In Transit Coverage				\$ theft limit	
• Property Off-Premises				\$25,000	
• Spoilage				\$25,000	
• Valuable Papers and Records(Other than Electronic Data)				\$25,000	
Property endorsement deductible				\$500	
Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.					

Excess Liability	<u>Premium</u> Not Quoted \$0.00
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Crop: Falls Lake National Insurance Company (A.M. Best Rated A X)

		<u>Coverage Limits</u>	<u>Premium</u>
Crop Schedule:		Not Quoted	\$0.00
• Seeds	RCV, 90% Coinsurance	\$0.00	
• Immature Seedlings	RCV, 90% Coinsurance	\$0.00	
• Vegetative Plants	RCV, 90% Coinsurance	\$0.00	
• Flowering Plants	RCV, 90% Coinsurance	\$0.00	
• Harvested Plants	RCV, 90% Coinsurance	\$0.00	
• Finished Stock	RCV, 90% Coinsurance	\$0.00	
Deductible			\$2500 (Per Occurrence)

Products Liability: Claims Made Form

• Product Liability Coverage	<u>Coverage Limits</u>	<u>Premium</u>
Each Claim	\$1,000,000	\$10,000
Policy Term Aggregate	\$2,000,000	
Deductible- Zero		
• Endorsements		
Product Withdrawal		
Deductible		
Retro Active Period	Date:mm/dd/yyyy	
Vendor Certificate		

Falls Lake National Insurance Company

Section IV

COVERAGE FORMS

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	MASS CHANGES – CANCELLATION AND NONRENEWAL
IL 01 02 05 05	MASS CHANGES – ACTUAL CASH VALUE
IL 01 04 09 07	MASS CHANGES
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 11 04 13	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 32 34 01 05	MASS CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE
MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 1006 01 15	EXCLUSION – ASSAULT AND BATTERY
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
CA PHN 10 16	CALIFORNIA CONSUMER COMPLAINT NOTICE
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
MMD 10 48 09 17	FIRE HAZARD PROPERTY MITIGATION SAFEGUARD (CALIFORNIA)
FLFCC SOS 1000 CA (07 18)	FALLS LAKE MA SERVICE OF SUIT CLAUSE
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

D2	NON ADMITTED DISCLOSURE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)
MMD 10 30 10 18	FALLS LAKE TO REPORT A CLAIM

NOTE: All Knight Insurance Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance consultants, LLC. all rates are subject to change.

Section V

BINDING REQUIREMENTS

No coverage is bound until accepted & approved by Cannabis Insurance Consultants, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 02/

Consult the policy for all specific terms and conditions and complete policy exclusions

BINDING REQUIREMENTS:

- NWISMMD v1.4 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- Criminal check authorization form
- SECTION 1-
- SECTION 1.B- Please make sure this section applies for all locations.
- SECTION 2-Please make sure this section applies for all locations.
- SECTIONS 3-7 LOC 1-Please list full physical address.
- SECTION 3-Please make sure all locations GL limits match as quoted with \$1M/\$2M limits.
- SECTION 3
- SECTION 4 LOC
- SECTION 4 LOC 3-Please confirm that applicant is sole tenant and no other buildings attached to qualify for building coverage at this location.
- SECTION 4
- SECTION 4.B
- SECTION 9-Please uncheck the property box if no loss payee is currently needed per your email.
- TRIA Form
- Inspection Requirement Form
- CA D1
- CA SL 2
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon

receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing. *****Please note that proof of permit or license is due within 30 days of binding to avoid cancellation.*****

- Insured signed and dated No Known Loss Letter with Insured's Legal business name included. Please date this from 1-year prior to bind request date.

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions, please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabia Insurance Consultants, LLC

Underwriter: maria martinez

Phone: 813-489-6255

Email: tony@carastroins.com

ROYAL HEMP LLC
Retail Employee Handbook

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1. Introduction

1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of **Royal Hemp, LLC** (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by Royal Hemp, LLC and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for

any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - 1.4.3.1. be 21 years of age or older;
 - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to

submit to the Commission or after discovery that a registration card has been lost or stolen.

1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Retail Store Roles, Qualifications, Training, and Selection

2.1. Store Job Classifications and Requirements:

- 2.1.1. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which product to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 2.1.3. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

2.2. Employee Training and Selection

- 2.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:
 - 2.2.1.1. Cannabis Science
 - 2.2.1.2. Horticultural & Organic Cultivation

- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Harm Reduction Methods
- 2.2.1.8. Sensible Cannabis Use
- 2.2.1.9. Customer Relations
- 2.2.1.10. Massachusetts Cannabis Law

2.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

- 2.3.1. Retails Sales
- 2.3.2. Packaging labeling and inventory
- 2.3.3. Sanitation and maintenance of the facility
- 2.3.4. Security of the facility and deliveries
- 2.3.5. Standard business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
 - 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
 - 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
 - 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical

evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Senior management support the development and implementation of a Diversity Management Plan (DMP) to guide diversity management initiatives and the development of appropriate measures to document how well the company is achieving its diversity management objective. The DMP represents a structured approach to ensure continued progress in reaching its diversity management goals, promoting a discrimination-free work environment, and providing opportunities for all employees to use their diverse talents to support the company's business operations.

3.3.1. The company is committed to the following objectives:

- 3.3.1.1. Building a talented, dedicated, diverse workforce;
- 3.3.1.2. Educating the workforce regarding diversity management principles;
- 3.3.1.3. Improving communication throughout the company;
- 3.3.1.4. Motivating employees to reach their highest potential and to make their greatest contribution to the company;
- 3.3.1.5. Encouraging employees to offer their views and suggestions toward achieving business and organizational goals without threat of retribution;
- 3.3.1.6. Respecting and appreciating individual differences;
- 3.3.1.7. Creating and maintaining an inclusive approach to all systems, policies, and practices; and
- 3.3.1.8. Selecting the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factors.

3.3.2. Role of Leadership (Managers and Supervisors)

Leaders are responsible for leading change, fostering desired behaviors, and ensuring that:

- 3.3.2.1. Organizational systems, policies, and practices support the vision and are responsive to change;

- 3.3.2.2. The workplace is inclusive; and Managing diversity principles are integrated into the operations of the organization.

3.3.3. Role of All Employees

- 3.3.3.1. Support the principles of diversity management;
- 3.3.3.2. Respect others, including differences and similarities in views, styles, backgrounds, etc.; and
- 3.3.3.3. Fully participate in the company's efforts to foster greater organizational effectiveness and efficiency through the application of the principles of diversity management.

3.3.4. Initial Approach

This DMP represents the company's initial approach to establish comprehensive diversity management goals and measures, and allows for periodic review of company accomplishments to determine future focus areas. The Plan is based on the best information currently available about the company's internal environment and will be reevaluated every 3 years, or as needed.

3.3.5. Goals and Measures

The DMP goals, along with the performance measures that will be tracked at the agency level, are as follows:

- 3.3.5.1. **Goal 1** - Recruit diverse employees at all levels.
 - 3.3.5.1.1. **Outcome Measure** - Diversity of new hires compares favorably to relevant local labor market.
- 3.3.5.2. **Goal 2** - Develop and retain diverse employees by promoting an environment that values differences.
 - 3.3.5.2.1. **Outcome Measure 1** - The company's retention rate by demographic group compares favorably with external retention rates.
 - 3.3.5.2.2. **Outcome Measure 2** - Employee satisfaction survey results by demographic group compare favorably to survey results of the company's total workforce.
- 3.3.5.3. **Goal 3** - Increase the diversity of employees in senior and managerial positions.
 - 3.3.5.3.1. **Outcome Measure** - Consistent with applicable law, representation of minorities and women in senior level and managerial positions is enhanced.

3.3.6. Our company's Organizational Values

Our company Organizational Values serve as a guide to decision-making and individual conduct. They indicate qualities our company endorses and how our company will conduct critical work efforts as well as how it will value and treat its employees. Each of the following values embodies the diversity management and inclusion initiatives:

- 3.3.6.1. **Integrity** in our working relationships, practices and decisions.

- 3.3.6.2. **Excellence** both in our individual and collective actions.
- 3.3.6.3. **Service** to the customer, and others who are affected by our work.
- 3.3.6.4. **Respect** for individuals' roles, diversity, and viewpoints.
- 3.3.6.5. **Cooperation** in the planning, management, and work of the agency.
- 3.3.6.6. **Commitment** to protecting the health and safety of our customers and each other..
- 3.3.6.7. **Openness** in communications and decision making.

3.3.7. **Strategic Plan**

The Strategic Plan includes five goals: Safety, Security, Openness, Effectiveness, and Management Excellence. Of these, the Management Excellence Goal provides for the use of innovative recruitment strategies, leadership development, enhanced management accountability, creation of a discrimination-free environment, and support for training and development of staff.

3.3.8. **Performance Plan**

The company Performance Plan incorporates the diversity workforce goals of sustaining a high-performing, diverse workforce and achieving a level of workplace diversity that compares favorably with the relevant local labor market.

3.3.9. **Performance Management**

The company's Performance Management System links to diversity management principles through the leadership of people. Every manager should aspire to the following key leadership attributes which reflect the goals of diversity management:

- 3.3.9.1. Build diversity
- 3.3.9.2. Communicate effectively
- 3.3.9.3. Demonstrate personal leadership
- 3.3.9.4. Build capability
- 3.3.9.5. Coach
- 3.3.9.6. Mentor
- 3.3.9.7. Develop
- 3.3.9.8. Motivate

3.3.10. **Affirmative Employment Plan**

The company Affirmative Employment Plan includes four Guiding Principles that embody the principles of diversity management. They include:

- 3.3.10.1. Creating a working environment that is free from discrimination, including harassment, and is accessible to individuals with disabilities;
- 3.3.10.2. Ensuring that company policies, processes, and procedures provide all employees the opportunity to participate in business accomplishments, and to compete fairly and equitably for career enhancement and advancement;

- 3.3.10.3. Employing a competent and highly skilled workforce, consistent with the local labor market, and enabling employees to accomplish the company's business objectives by providing support, tools, and a positive environment; and
- 3.3.10.4. Recognizing, appreciating and valuing diversity, thereby establishing trust, respect, and concern for the welfare of all employees within the company

The DMP builds on the Guiding Principles of the Affirmative Employment Plan and specifically details those actions that management needs to take to make diversity and inclusion a reality at our company.

3.3.11. Human Capital Strategic Plan

- 3.3.11.1. The company has established several human capital goals which are embodied in the Human Capital Strategic Plan. The following goals link to the DMP:

- 3.3.11.1.1. Develop the company's current and future leaders.
- 3.3.11.1.2. Strengthen managerial and supervisory accountability for setting individual and organizational performance expectations and for providing timely and complete feedback.
- 3.3.11.1.3. Foster a work environment that is free of discrimination and provides opportunities for all employees to optimally use their diverse talents in support of the company's business objectives and goals.
- 3.3.11.1.4. Use innovative recruitment, development, and retention strategies to achieve a high quality, diverse workforce with the skills needed to achieve our mission.

3.3.12. Workplace Operating Plan

The workplace operating plans include activities that management plans to achieve during the fiscal year consistent with the company's Performance Plan and Strategic Plan. The operating plans take the overall goals in the Strategic Plan and specify actions that will be taken to accomplish the goals.

Several areas are delineated in the operating plans to highlight the diversity and inclusion initiatives.

3.3.13. Examples of diversity strategies

- 3.3.14. Management strategies are provided for workplace consideration. Strategies implemented in the workplace should contribute to the company's success in diversity management. Senior management will monitor company progress in this area and provide periodic status reports.

- 3.3.14.1. **GOAL 1.0** - Recruit diverse employees at all levels.

Strategic response:

- 3.3.14.1.1. Use diverse members of staff to evaluate candidates for vacancies, when possible.
- 3.3.14.1.2. Strengthen and develop relationships with targeted groups (e.g., minority populations) in historically minority communities and organizations and identify other areas with large diverse populations.
- 3.3.14.1.3. Serve as liaison with employees, and encourage them to apply for development programs.
- 3.3.14.1.4. Continue to review and modify recruitment strategies for identifying and attending minority and women job fairs.

3.3.14.2. **GOAL 2.0** - Develop and retain diverse employees by promoting an environment that values differences.

Strategic response:

- 3.3.14.2.1. Communicate strategies to clarify links between diversity management strategies and successful business operations.
- 3.3.14.2.2. Support skills and training needs assessments and the development and implementation of individual development plans (IDPs) consistent with business priorities and workforce goals.
- 3.3.14.2.3. Conduct an organizational assessment to determine organizational strengths and areas for improvements related to diversity management principles. Develop action plans to address any improvement areas identified in the employee satisfaction survey results or based upon workplace-specific organizational assessment.
- 3.3.14.2.4. Enhance mechanisms (e.g., discussion groups, staff meetings) where managers and employees can express their ideas and concerns on diversity and work environment issues. Use facilitated support as needed.
- 3.3.14.2.5. Promote company diversity management efforts through effective communications.
- 3.3.14.2.6. Promote diversity on major team tasks. Where appropriate, incorporate best diversity management practices.
- 3.3.14.2.7. Support continuous development of managerial leadership, technical, and administrative talent to ensure organizational continuity.

3.3.14.3. **GOAL 3.0** - Increase the diversity of employees in senior and managerial positions.

Strategic response:

- 3.3.14.3.1. Support participation of qualified employees in internal and external leadership and development programs.

- 3.3.14.3.2. Provide staff with meaningful career planning, mentoring, and developmental opportunities for exposure to senior management.
- 3.3.14.3.3. Hold focus groups (or conduct survey) to determine where there may be concerns or problems with fairness in recruitment, developmental opportunities, appraisals, promotions, and awards.
- 3.3.14.3.4. Identify and address perceived barriers to advancement opportunities.
- 3.3.14.3.5. Increase emphasis on developing candidates for internal and external leadership development programs.
- 3.3.14.3.6. Ensure that employees are given challenging assignments to develop core skills and qualifications.
- 3.3.14.3.7. Ensure emphasis on the principles contained in the DMP.
- 3.3.14.3.8. Attract a pool of more diverse applicants for senior positions.
- 3.3.14.3.9. Select the most qualified candidate regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.
- 3.4.2. As a condition of employment with the Company, all employees must sign a Non- Disclosure Agreement.

3.5. Employment of Minors.

- 3.5.1. The Company strictly adheres to the FLSA in regards to the employment of minors. Generally speaking, the FLSA sets the minimum age for employment (14 years for non- agricultural jobs), restricts the hours youth

under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

- 3.5.2. The FLSA's child labor provisions are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety.

3.6. Employment of Relatives

- 3.6.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.6.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.7. Introductory Period

- 3.7.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory

period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.8. Personnel Records and Employee References

- 3.8.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.
- 3.8.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.8.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.9. Privacy

- 3.9.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.9.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee

voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.10. Immigration Law Compliance

- 3.10.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.11. Religious Accommodation

- 3.11.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.12. Political Neutrality

- 3.12.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2] form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.2.
- 5.2.3. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
- 5.2.4. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.5. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.6. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct.

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate

may result in disciplinary action, up to and including termination. Such conduct may include:

- 5.5.2.1. Dishonesty;
- 5.5.2.2. Falsification of Company records;
- 5.5.2.3. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.4. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.5. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.6. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.7. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.8. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.9. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.10. Sexual or other illegal harassment or discrimination;
- 5.5.2.11. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.12. Violation of any Company policy.

5.6. Dress Code

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.

5.7. Safety

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Substance and Abuse

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs

- at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
 - 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
 - 5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
 - 5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches.

- 5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.
- 5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.
- 5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.
- 5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so

is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy.

- 5.10.1. Royal Hemp, LLC is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off

or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, Royal Hemp, LLC also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. Group Health Insurance

- 6.2.1. Royal Hemp, LLC offers a group health plan for eligible employees. The Company's group health insurance plan is offered through Blue Cross. For more information, refer to the Company's benefits booklet for complete details and benefits.

6.3. COBRA

- 6.3.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.4. Worker's Compensation.

- 6.4.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.4.2. Royal Hemp, LLC carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.

- 6.4.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.4.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.4.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.5. Social Security Benefits (FICA)

- 6.5.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.6. Unemployment Insurance

- 6.6.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.
- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to 5 paid sick days per year. Sick days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

7.3. Holidays

- 7.3.1. Royal Hemp, LLC observes the following paid holidays:

- 7.3.1.1. New Year's Day
- 7.3.1.2. Memorial Day
- 7.3.1.3. Independence Day
- 7.3.1.4. Labor Day
- 7.3.1.5. Thanksgiving Day
- 7.3.1.6. Christmas Day

- 7.3.2. The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.
- 7.3.3. Regular part-time employees will be paid on a pro-rata basis.
- 7.3.4. If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

7.4. Pregnancy-Disability Leave

- 7.4.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.4.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.4.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.4.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.4.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.5. Workers' Compensation Leave

- 7.5.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.6. Voting Time

- 7.6.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

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

Employee: _____

I acknowledge that I have been provided with a copy of the The Company Employee Handbook. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: _____ Date: _____
Manager name

By: _____ Date: _____
Employer name

1.1. Record keeping procedures

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. Green River Cannabis Company, Inc, will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1.1. Written Operating Procedures as required by 935 CMR 500.105
(1) The store manager has copies of the company operating procedures.

1.1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.1.3. Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.

1.1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

1.1.2. Inventory records include:

Shipping manifests

Delivery and unpacking video recordings

Daily sales stock withdrawal and return reports

Weekly inventory reports

Product return reports

1.1.2.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

1.1.2.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

- 1.1.2.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
 - 1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
 - 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.2.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.2.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

1.1.3. **Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

- 1.1.3.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.3.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.1.3.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.1.3.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.3.4.3. 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;
 - 1.1.3.4.4. documentation of periodic performance evaluations;
 - 1.1.3.4.5. a record of any disciplinary action taken.
 - 1.1.3.4.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.1.3.4.7. records of any health and safety related incidents
- 1.1.3.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.4. Personnel policies and procedures

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records

- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.5. Security Device Log

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
 - 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
 - 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
 - 1.1.5.4. The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.
 - 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- 1.1.6. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

1.1. Financial Record Keeping

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Royal Hemp, LLC, will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.1.2. Inventory records include:
 - 1.1.2.1. Shipping manifests
 - 1.1.2.2. Delivery and unpacking video recordings
 - 1.1.2.3. Daily sales stock withdrawal and return reports
 - 1.1.2.4. Weekly inventory reports
 - 1.1.2.5. Product return reports
- 1.1.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.1.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.1.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.1.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.1.7. The accounts will be reviewed monthly by a licensed CPA.

- 1.1.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.1.9. The store manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.1.10. Expense records
 - 1.1.10.1. store managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.1.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.1.11. Contracts and Agreements - Royal Hemp, LLC, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
 - Sales and Purchase agreements
 - Loan agreements
 - Rental agreements
 - Lease agreements
 - Franchise agreements
 - Sale and lease back agreements
 - Trading agreements with suppliers
 - Insurance policies
 - Legal documentationAll such documentation must be digitized and a hard copy stored in the records cabinet.
- 1.1.12. Other documents may include;
 - Deposits with utility companies
 - Contracts with telecommunications companies
 - Business registration documents and certificates
 - Business licensing documents
 - Surety bonds
 - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

Plan to Restrict Access to Persons Under 21

IMPORTANT NOTE

The manufacture and sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed manufacturing establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

NO customer may enter our premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.3. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.4. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.5. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.6. All cannabis waste will be rendered unusable and safely disposed of.
- 1.7. All access to cannabis and cannabis products will be strictly controlled and monitored.

1.1. Quality Control and Testing

1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - 1.1.1.2.1. Well cured and generally free of seeds and stems;
 - 1.1.1.2.2. Free of dirt, Sand, debris, and other foreign matter;
 - 1.1.1.2.3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 1.1.1.2.4. Prepared and handled on food-grade stainless steel tables; and
 - 1.1.1.2.5. Packaged in a secure area.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
 - 1.1.1.3.1. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana** and **Inventory Control and Reconciliation** protocols above.
 - 1.1.1.3.2. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
 - 1.1.1.3.3. Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - 1.1.1.3.4. Each of the three parties should submit a report on the incident to the Commission.
 - 1.1.1.3.5. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - 1.1.1.3.6. Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.1.3.6.1. Stock is efficiently rotated to ensure that older product is used before newer product.
 - 1.1.1.3.6.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.2. Outgoing marijuana inventory

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.2.9.1. Stock is efficiently rotated to ensure that older product is sold before newer product.
 - 1.1.2.9.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.3. Hygiene

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - 1.1.3.2.1. Maintaining adequate personal cleanliness; and
 - 1.1.3.2.2. Washing hands appropriately.

Extract from Security Plan - Royal Hemp LLC - Retail Operations

- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Diversity Plan Royal Hemp

Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

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

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This plan 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.

Goals

Our company has established the diversity goal of employing 20% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in "The Berkshire Eagle", and "The Pittsfield Gazette" with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?

None of the above shall prevent the company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to direct hiring, the company will work in good faith, in a legal and non-discriminatory manner to consider the status of vendors, suppliers, contractors, and tradesmen when planning to employ such individuals from within the local municipality

1. Retail Store Roles, Qualifications, Training, and Selection

1.1. General

- 1.1.1. Our establishment shall ensure that all employees are trained on job specific duties prior to performing job functions.
- 1.1.2. Each of our employees shall receive a minimum of eight (8) hours of ongoing training annually.
- 1.1.3. All current owners, managers, and employees shall complete the Responsible Vendor Program when available.
- 1.1.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- 1.1.5. Responsible Vendor Program documentation must be retained for four (4) years.

1.2. Store Job Classifications and Requirements:

- 1.2.1. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which product to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.2. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 1.2.3. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

1.3. Employee Training and Selection

- 1.3.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:
 - 1.3.1.1. Cannabis Science
 - 1.3.1.2. Horticultural & Organic Cultivation
 - 1.3.1.3. Methods of Extraction
 - 1.3.1.4. Methods of Ingestion
 - 1.3.1.5. Cooking with Cannabis
 - 1.3.1.6. Medical marijuana use
 - 1.3.1.7. Harm Reduction Methods
 - 1.3.1.8. Sensible Cannabis Use
 - 1.3.1.9. Customer Relations
 - 1.3.1.10. Massachusetts Cannabis Law
- 1.4. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:
 - 1.4.1. Retail Sales
 - 1.4.2. Packaging labeling and inventory
 - 1.4.3. Sanitation and maintenance of the facility
 - 1.4.4. Security of the facility and deliveries
 - 1.4.5. Standard business and management roles such as, account management, administration, etc.

1.1. General

- 1.1.1. A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data.
- 1.1.2. A retailer shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data.
- 1.1.3. A retailer shall maintain records that it has performed the monthly analysis.
- 1.1.4. If a retailer determines that software or other methods have been installed/utilized to manipulate or alter sales data, it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.
- 1.1.5. A retailer shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.1.6. A retailer shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

1.2. Financial Record Keeping

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Revolution Greencare will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.2.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.2.1.1. Assets and liabilities.
 - 1.2.1.2. Monetary transactions.
 - 1.2.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.2.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.2.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2.2. Inventory records include:
 - 1.2.2.1. Shipping manifests
 - 1.2.2.2. Delivery and unpacking video recordings
 - 1.2.2.3. Daily sales stock withdrawal and return reports
 - 1.2.2.4. Weekly inventory reports
 - 1.2.2.5. Product return reports
- 1.2.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, if any.
- 1.2.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.2.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.

- 1.2.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.2.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.2.8. The Operations Manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.2.9. Expense records
 - 1.2.9.1. Operations Managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.2.9.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.2.10. Contracts and Agreements - Revolution Greencare will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
 - Sales and Purchase agreements
 - Loan agreements
 - Rental agreements
 - Lease agreements
 - Franchise agreements
 - Sale and lease back agreements
 - Trading agreements with suppliers
 - Insurance policies
 - Legal documentationAll such documentation must be digitized and a hard copy stored in the records cabinet.
- 1.2.11. Other documents may include;
 - Deposits with utility companies
 - Contracts with telecommunications companies
 - Business registration documents and certificates
 - Business licensing documents
 - Surety bonds
 - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.