



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282183
Original Issued Date: 10/26/2020
Issued Date: 10/26/2020
Expiration Date: 10/26/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Lifted Genetics, LLC

Phone Number: 774-217-9567
Email Address: dave@liftedgenetics.com

Business Address 1: 42 Holliston St
Business City: Medway
Business State: MA
Business Zip Code: 02053
Business Address 2:
Mailing Address 1: 42 Holliston St
Mailing City: Medway
Mailing State: MA
Mailing Zip Code: 02053
Mailing Address 2:

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: 35
Role: Owner / Partner
Percentage Of Control: 33
Other Role:

First Name: Grant	Last Name: Pickering	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 35	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: David	Last Name: Griffiths	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7.5	Percentage Of Control: 33	
Role: Manager	Other Role:	
First Name: Michael	Last Name: Griffiths	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 6 Condon Way	
Establishment Address 2:	
Establishment City: Hopedale	Establishment Zip Code: 01747
Approximate square footage of the Establishment: 15000	How many abutters does this property have?: 24
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.	Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.	Cultivation Environment: Indoor
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HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host-Community-Agreement-Certification-Form.pdf	pdf	5df2cb78b7ff09534b9ff073	12/12/2019
Community Outreach Meeting Documentation	HCA Attestation.pdf	pdf	5df8f05a00f72d57285ed337	12/17/2019
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING. LG..pdf	pdf	5ea34f8781ed8a355b8dc0e9	04/24/2020
Community Outreach Meeting Documentation	Attachment A.jpeg	jpeg	5ea353f981ed8a355b8dc0fb	04/24/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5ea3544c9a385038d9d8df48	04/24/2020

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	LG POSITIVE IMPACT PLAN.pdf	pdf	5ea8a49e0e32c52d2bdcf85c	04/28/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Lifted Genetics - Certificate of Organization.pdf	pdf	5cf5974cacc50017edd616b8	06/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing - Commonwealth.jpeg	jpeg	5df03faddfd468857b99c0317	12/10/2019
Department of Revenue - Certificate of Good standing	DOR certificate of good standings.pdf	pdf	5df03ffba9ef3857c445d8cd	12/10/2019
Bylaws	Lifted Operating Agreement signed.pdf	pdf	5df7fa13cb8cc6573ebcffe4	12/16/2019
Secretary of Commonwealth - Certificate of Good Standing	DUI Certificate of Good Standings.pdf	pdf	5ea74b1d0f6f0d34840b1325	04/27/2020

No documents uploaded

Massachusetts Business Identification Number: 001330553

Doing-Business-As Name:

DBA Registration City: Medway

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Lifted Genetics Plan DG.pdf	pdf	5dc8892426aa77532085a6de	11/10/2019
Plan for Liability Insurance	Plan For Obtaining Liability Insurance.pdf	pdf	5df0418b66a32657cfbdf05c	12/10/2019
Proposed Timeline	Lifted Genetics Timeline.pdf	pdf	5ea45273cb1edf34af2dba00	04/25/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures - Lifted Genetics LLC.pdf	pdf	5dfb7fd0d74bf6532e9ff92e	12/19/2019
Inventory procedures	Inventory Procedures - Lifted Genetics LLC.pdf	pdf	5dfb8006ef24345344e4e343	12/19/2019
Maintaining of financial records	Maintaining of Financial Records - Lifted Genetics LLC.pdf	pdf	5dfb80320aa7ba5339f6bf41	12/19/2019
Separating recreational from medical operations, if applicable	PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS - Lifted Genetics LLC.pdf	pdf	5dfb808ccb8cc6573ebd07e4	12/19/2019
Prevention of diversion	Prevention of Diversion - Lifted Genetics LLC.pdf	pdf	5dfb80c22f1a065311395f70	12/19/2019
Qualifications and training	Qualifications and Training - Lifted Genetics LLC.pdf	pdf	5dfb811238f8ab571d6e19ac	12/19/2019
Record Keeping procedures	Record Keeping Procedures - Lifted Genetics	pdf	5dfb88de2f1a065311395f96	12/19/2019

	LLC.pdf			
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older - Lifted Genetics LLC.pdf	pdf	5dfb88fa00f72d57285ed9bd	12/19/2019
Storage of marijuana	Storage of Marijuana - Lifted Genetics LLC.pdf	pdf	5dfb8997fab70557127eedff	12/19/2019
Transportation of marijuana	Transportation of Marijuana - Lifted Genetics LLC.pdf	pdf	5dfb89d8fe65bd575070101d	12/19/2019
Policies and Procedures for cultivating.	Cultivation Plan. LG..pdf	pdf	5ea34ffdf0445c357cb0ac79	04/24/2020
Diversity plan	DIVERSITY PLAN. LG..pdf	pdf	5ea35016172cbc35459793a8	04/24/2020
Personnel policies including background checks	PERSONNEL POLICIES. LG..pdf	pdf	5ea35030554b033566cd4243	04/24/2020
Quality control and testing	QUALITY CONTROL & TESTING. LG..pdf	pdf	5ea3504ed29ad9357159a3c5	04/24/2020
Security plan	SECURITY PLAN. LG. .pdf	pdf	5ea3505e5f1da0353e2b663c	04/24/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM Monday To: 5:00 PM

Tuesday From: 7:00 AM Tuesday To: 5:00 PM

Wednesday From: 7:00 AM Wednesday To: 5:00 PM

Thursday From: 7:00 AM Thursday To: 5:00 PM

Date generated: 12/03/2020

Page: 5 of 6

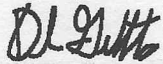
Friday From: 7:00 AM	Friday To: 5:00 PM
Saturday From: 7:00 AM	Saturday To: 5:00 PM
Sunday From: 7:00 AM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

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

Applicant

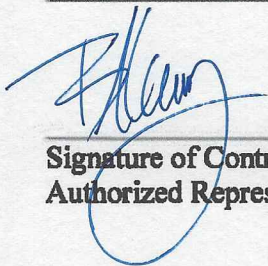
I, David Griffiths, (*insert name*) certify as an authorized representative of Lifted Genetics, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Hopedale, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on October, 15, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Brian Keyes, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Hopedale, MA (*insert name of host community*) to certify that the applicant and Hopedale, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on October, 15, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, David Griffiths, (*insert name*) attest as an authorized representative of Lifted Genetics, 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 November 18, 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 11/6/2019 & 11/11/2019 (*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 November 1, 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 November 4, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Lifted Genetics, LLC
42 Holliston St. Medway, MA 02053
774.217.9567 / 207.205.1226

Attachment C

To Whom It May Concern,

This letter is intended to provide notice that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 18th, 2019 at 6:00 pm at the Hopedale High School. The proposed Cannabis Cultivation Facility is anticipated to be located at 6 Condon Way, Hopedale, MA. There will be an opportunity for the public to ask questions.

Sincerely,

David Griffiths, CEO
Lifted Genetics, LLC

not ce info

their health care decisions
ill be active consumers
engaged in their health care
choices."

The poll, which was con-
ducted by DAPA Research,
and that 66% of respon-
dents worried at least some
of the time about health care
costs, and 70% were either
"satisfied" or "very satis-
fied" with their current health
insurance.

The top three entities
respondents trusted as the best
source of price information
were their insurance company
(28%), their doctor(s) (18%), and
the state of Massachusetts
(17%). Six percent said they'd
trust their employer, 4% said
the federal government, and
1% trust their hospital.

Katie Holchan of Associated
Industries of Massachusetts
said the health care system
has become more complex as it
has grown costlier, noting that
consumers are accustomed to
knowing prices before they
pay in other areas of life.

"The costs are going up
faster than employers and
employees can learn how the
system works," she said.

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that it does not have the
authority to regulate HCAs
or to deny a business license
because of an agreement that
both the business and munic-
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voted in January to formally
request that the Legislature
grant it "statutory authority
to review and regulate" host
community agreements.

Nine months later, the gov-
ernor and legislative leaders
seemed wholly unaware of the
CCC's ask and bills that would
address HCAs remain pending
before the Joint Committee on

Legal Notices

KENO MONITOR LEGAL NOTICE

The Massachusetts State
Lottery Commission will offer
a KENO monitor to display the
game to duly qualified existing
KENO To GO agents, as listed
below:

Denny's Liquors

110 Pulaski Blvd.

Bellingham, MA 02019

Written objection hereto, by
LOCAL LICENSING
AUTHORITY, must be
received by Gregory Polin,
General Counsel,
Massachusetts State Lottery
Commission, 150 Mount
Vernon Street, Dorchester,
MA 02150.

For prompt payment of
invoice(s) for legal notices
please include the name of
the establishment(s) above on
the invoice and send along
with a copy of the tear
sheet(s) directly to: Accounts
Payable, Mass State Lottery,
150 Mount Vernon Street,
Dorchester, MA 02150.

AD#13646831
MON 11/5/19

MARIJUANA LEGAL NOTICE

Notice is hereby given that a
Community Outreach Meeting
for a proposed Marijuana
Establishment is scheduled
for November 18th, 2019 at
6:00pm at the Hopedale High
School Auditorium 25 Adin St.
Hopedale, MA 01747. The
proposed Cannabis
Cultivation Facility is antici-
pated to be located at 6 Condon
Way, Hopedale, MA 01747.
There will be an opportunity
for the public to ask questions.

AD#13646870
MON 11/5, 11/11/19

Looking
to Get
Fit This
Year?



Whether you're
looking for the

Find a

includes but is not limited to persons receiving AFDC, SSI, Medicaid, food stamps, welfare benefits, and SSI. The Court will determine if you are indigent. Contact an Assistant Judicial Case Manager/Admissions Clerk of the Court on or before the date listed above to obtain the necessary forms.

WITNESS, Hon. Maureen H. Skonka, First Justice of the Court.
Date: October 10, 2018

Tara E. DeCristoforo
Register of Probate

AD1364804
MON 11/11/18 11:18:18

FRANKLIN COUNTY
PROSPECT ST.

LEGAL NOTICE
Town of Franklin
Conservation Commission

Pursuant to Massachusetts General Laws Ch. 131, § 43 (The Wetlands Act) a Public Hearing will be held on Thursday, November 21, 2018, at 7:00 PM in the Training Room, 3rd Floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA on an abbreviated Notice of Resource Area Designation filed by Little Petrol of Westwood, MA for a wetland resource evaluation in the buffer zone of existing regulated wetlands.

This project is located at Map 309 Parcel 16 President Street.

All records and files for this project can be viewed at the Conservation Office located on the first floor of the Franklin Municipal Building.

Any person or organization wishing will be afforded an opportunity to be heard. The hearing location is accessible to persons with physical disabilities. If you require a translator or accommodations for a hearing impairment, contact the Conservation Department at the Municipal Building or by calling (508) 520-6025.

1st Selectman
Chairman

AD13648130
MON 11/11/18

any located off Monahan St
(507) 275 279 & 280.

Copies of the application are on file at the Town Clerk's office and may be inspected during regular business hours. Any person interested or wishing to be heard on this application should appear at the time and place designated.

Jerry Gahan, Chair
Lynn Planning Board
Special Permit Granting Authority

AD13648141
MON 11/11/18 11:18:18

MAPLEJANA
LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 10th, 2018 at 6:00pm at the Hopedale High School Auditorium 25 Adams St, Hopedale, MA 01747. The proposed Cannabis Cultivation Facility is anticipated to be located at 8 Gordon Way, Hopedale, MA 01747. There will be an opportunity for the public to ask questions.

AD13648070
MON 11/11/18

Muscular Dystrophy Association

Where Hope Begins

MDA

1-800-FIGHT-MD
www.mdausa.org

Deadline: 4/1

PESTS

From Page A1

experienced such an outbreak this year related factors, substantial and warmer temperatures and weather may be a factor, according to a spokeswoman for the County Mosquito Project.

Temperatures, mosquitoes and other factors have been a factor in the last year, with average was 1.68 F warmer than the 19th-century level, according to NOAA.

Massachusetts Data on average temperatures in Massachusetts show an increase. Last year average temperature was 1.68 F warmer than 19th-century levels of 46.4 F, a data from NOAA.

"Annual air in the Northeast warming at an average of 0.1 degrees Fahrenheit since 1970. Winter temperatures have been faster rate of 0.2 degrees per decade on average, according to a report published by the government at the time.

Climate change could winters may experience will affect not only the pests, but also the already report attributed to all with Cape Cod rates of coastal New York City increase in rate of mosquitoes and other pests. In the new species in Massachusetts, the Aedes albopictus is active rather than are



Lifted Genetics, LLC
42 Holliston St. Medway, MA 02053
774.217.9567 / 207.205.1226

To Whom It May Concern,

This letter is intended to provide notice that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 18th, 2019 at 6:00 pm. Meeting will be held in the Dennett Auditorium of the Hopedale High School located at 25 Adin Street Hopedale MA. The proposed Cannabis Cultivation Facility is anticipated to be located at 6 Condon Way, Hopedale, MA. There will be an opportunity for the public to ask questions.

Sincerely,

David Griffiths, CEO

A handwritten signature in dark ink, appearing to read 'D Griffiths'.

Lifted Genetics, LLC

RECEIVED
2019 NOV - 1 A 10 58
HOPEDALE TOWN CLERK

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Overview

Lifted Genetics, LLC (“LG”) has developed a plan to comply and remain in compliance with the local zoning bylaws, codes, ordinances and regulations of the Town of Hopedale. Below is a summary of our plan.

Address: 6 Condon Way, Hopedale
Acres: 2.19
Zoning: Light Industry (“LI”)

Local Rules

Cultivation is allowed by special permit from the Zoning Board of Appeals in the Commercial, Industrial and Light Industry Districts only.

In order to comply with the current marijuana rules of Hopedale’s LI District, LG must:

1. Obtain a building permit for the proposed 15,000 square foot building
 - a. Site Plan Review is required for any proposed building over 6,000 square feet pursuant to *Zoning Bylaw Section 18.2(a)* and will meet all criteria in *Zoning Bylaw Section 18*
 - b. Buildings must conform to the Table in *Zoning Bylaw Section 13*
 - c. The establishment must not be located within 500 feet of a preexisting public or private school providing education in kindergarten or any of the grades one through twelve pursuant to *935 CMR 500.110(3)*
2. Obtain a special permit from the Zoning Board of Appeals pursuant to *Zoning Bylaw Section 10.6*
 - a. File Application with the Town Clerk
 - b. Appear at a public hearing
 - c. Commence substantial use within 2 years
 - d. Meet all bylaws and ensure that: the use will not have a detrimental effect that outweighs the benefits; the use is consistent with the Town’s Master Plan; the use will not materially endanger or be hazardous to the public health and safety; parking will be sufficient; the use can be adequately served by municipal water, sewer and necessary utilities or compliant alternatives; septic systems will comply with Title V of the State Environmental Code or more stringent regulations adopted by the Board of Health; the use will not result in a substantial increase in volume or rate of surface water runoff; the use will not result in water contamination; the use will not create undue traffic congestion or unduly impair pedestrian safety
 - e. Comply with any special permit conditions

Non-medical marijuana activities are considered a Commercial Use under *Zoning Bylaw Section 11.3*.

The Town has stated that there is no marijuana specific zoning overlay, and the Board of Health is relying on state regulations rather than setting local regulations.

Compliance

Lifted Genetics' proposed location for a recreational cannabis cultivation in the Light Industry (LI) zone is allowed with a Site Plan Review, *Zoning Bylaw Section 18*, and a Special Permit from the Zoning Board of Appeals, *Zoning Bylaw Section 10.6*.

The proposed building site complies with the requirements of *935 CMR 500.110(3)*.

All buildings will conform to the following Table of Regulations as set out in the *Zoning Bylaw Section 13*:

Min. Lot Area	40,000
Min. Lot Frontage	150'
Min. Front Yard	65'
Min. Side Yard	15'
Min. Rear Yard	30'
Min. Open Space	50%
Max. Building Height	60'
Lot Width (min. circle dia.)	90'

Our location is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of the grades one through twelve. The distance shall be measured in a straight line from the nearest point of the property line in questions to the nearest point of LG's property line. An abutters list is attached.

LG's cultivation, processing and packaging of marijuana will take place in a designated area that is not visible from a public place.

LG will comply with the Signage and Lighting requirements of *Zoning Bylaw Section 7* as well as the Parking requirements of *Zoning Bylaw Section 8*.

Ongoing Compliance

LG will employ a Compliance Officer to ensure ongoing compliance. LG will ensure that the person in charge of compliance remains apprised of any zoning changes in the Town that could affect the project.

LG intends to continue a harmonious relationship with our host town, abutters and community.

not ce info

in their health care decisions will be active consumers engaged in their health care choices."

The poll, which was conducted by DAPA Research, found that 66% of respondents worried at least some of the time about health care costs, and 70% were either "satisfied" or "very satisfied" with their current health insurance.

The top three entities respondents trusted as the best source of price information were their insurance company (22%), their doctor (18%), and the state of Massachusetts (13%). Six percent said they'd trust their employer, 4% said the federal government, and 3% trust their hospital.

Katie Holohan of Associated Industries of Massachusetts said the health care system has become more complex as it has grown costlier, noting that consumers are accustomed to knowing prices before they buy in other areas of life.

"The costs are going up faster than employers and employees can learn how the system works," she said.

al pot deals

that it does not have the authority to regulate HCAs or to deny a business license because of an agreement that both the business and municipality entered into. The CCC voted in January to formally request that the Legislature grant it "statutory authority to review and regulate" host community agreements.

Nine months later, the governor and legislative leaders seemed wholly unaware of the CCC's ask and bills that would address HCAs remain pending

Attachment A

Legal Notices

KENO MONITOR LEGAL NOTICE

The Massachusetts State Lottery Commission will offer a KENO monitor to display the game to duly qualified existing KENO To GO agents, as listed below:

Denny's Liquors

110 Pulaski Blvd.

Bellingham, MA 02019

Written objection hereto, by LOCAL LICENSING AUTHORITY, must be received by Gregory Polin, General Counsel, Massachusetts State Lottery Commission, 150 Mount Vernon Street, Dorchester, MA 02150.

For prompt payment of invoice(s) for legal notices please include the name of the establishment(s) above on the invoice and send along with a copy of the tear sheet(s) directly to: Accounts Payable, Mass State Lottery, 150 Mount Vernon Street, Dorchester, MA 02150.

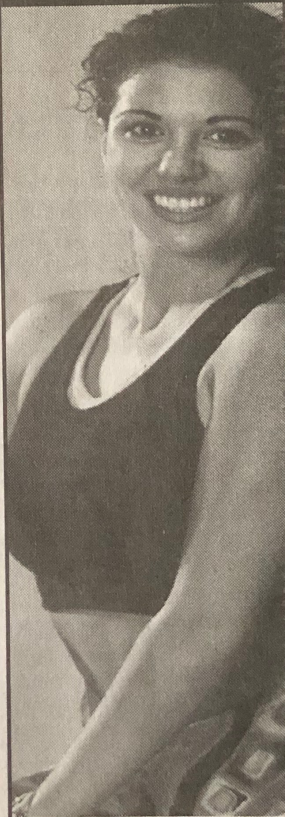
AD#13846831
MDN 11/6/19

MARIJUANA LEGAL NOTICE

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AD#13846870
MDN 11/6, 11/11/19

Looking to Get Fit This Year?



Whether you're

Find a



Attachment B

To Whom It May Concern,

This letter is intended to provide notice that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 18th, 2019 at 6:00 pm. Meeting will be held in the Dennett Auditorium of the Hopedale High School located at 25 Adin Street Hopedale MA. The proposed Cannabis Cultivation Facility is anticipated to be located at 6 Condon Way, Hopedale, MA. There will be an opportunity for the public to ask questions.

Sincerely,

David Griffiths, CEO

A handwritten signature in black ink, appearing to read 'D. Griffiths'.

Lifted Genetics, LLC

RECEIVED
2019 NOV - 1 A 10:58
HOPEDALE TOWN CLERK

POSITIVE IMPACT PLAN SUMMARY

Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)

Overview

Lifted Genetics, LLC (“LG”) is dedicated to serving and supporting people disproportionately harmed by cannabis prohibition, which the Cannabis Control Commission has identified as the following five Groups:

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

To support such populations, LG has created the following Positive Impact Plan and has identified numerous goals and priorities.

Goals

To impact those in the above Groups, LG will:

1. Support hiring initiatives in Mansfield, an area of disproportionate impact, and ensure 20% of our workforce resides in Mansfield, (*Group 1*); and
2. Coordinate mentoring, professional, and technical services as well as provide business assets (organization and financial skills) for residents of the Town of Mansfield, an ADI, that will have a positive impact on the members of that community or the community as a whole and for Economic Empowerment Priority recipients and/or Social Equity Program participants facing systemic barriers (*Groups 1, 2 & 3*).

Programs

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, LG will:

1. Hire 20% of our workforce from ADIs and target Mansfield by posting hiring advertisements in The Sun Chronicle, or other Mansfield publication, in print and online at least once each time a position becomes available and stating that the establishment is specifically looking for ADI residents for employment.
2. Develop a workforce training program with an annual training open to residents of Mansfield, other ADIs, Economic Empowerment Priority recipients and Social Equity Program participants. LG will conduct at least one industry-specific educational seminar annually across one or more of the following topics: marijuana business training, marijuana compliance, start-up funding, resume writing, and interviewing. The training program will be advertised in print and online sources designed to reach the three

targeted groups. Sample publication locations include ADI local newspapers and CCC Economic Empowerment and Social Equity functions and resource listings.

Measurements

The Community Engagement Officer will administer LG's Positive Impact Plan. The Community Engagement Officer will be responsible for developing specific initiatives, creating partnerships and achieving measurable outcomes to ensure that LG meets the Plan's goals. LG will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

1. Hiring Initiative: LG will track the number of employees hired, retained or promoted that came from Mansfield and will track referral sources to ascertain the efficacy of the newspaper advertisements. The numbers of total hires and hires from Mansfield will be assessed to ensure LG has met the 20% hiring goal.
2. Workforce Training: LG will document the number of trainings offered, the topics presented, the number of attendees, to which targeted group the attendees belong, and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented and suggestions for future programs.

Disclosures

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

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001330553

1. The exact name of the limited liability company is: LIFTED GENETICS LLC

2a. Location of its principal office:

No. and Street: 42 HOLLISTON ST
 City or Town: MEDWAY State: MA Zip: 02053 Country: USA

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

No. and Street: 42 HOLLISTON ST
 City or Town: MEDWAY State: MA Zip: 02053 Country: USA

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

I AM ANTICIPATING IN OPENING A RECREATIONAL MARIJUANA CULTIVATION FACILITY. THE LOCATION OF THE FACILITY IS YET TO BE DETERMINED. FOR NOW WE NEED TO REGISTER A COMPANY NAME IN ORDER TO BEGIN OUR APPLICATION PROCESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DAVID GRIFFITHS
 No. and Street: 42 HOLLISTON ST
 City or Town: MEDWAY State: MA Zip: 02053 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAVID GRIFFITHS	42 HOLLISTON ST MEDWAY, MA 02053 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of June, 2018,
DAVID GRIFFITHS
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

June 02, 2018 10:19 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

October 24, 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

LIFTED GENETICS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 2, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **DAVID GRIFFITHS**

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

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



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

William Francis Galvin
Secretary of the Commonwealth

Processed By:BOD



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

mass.gov/dor

Letter ID: L0657326144
Notice Date: November 20, 2019
Case ID: 0-000-844-356



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIFTED GENETICS LLC
42 HOLLISTON ST
MEDWAY MA 02053-1405

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LIFTED GENETICS 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

Lifted Genetics, LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

DATED AS OF June 20, 2019

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND REPURCHASE OPTIONS SET FORTH IN THIS AGREEMENT.

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Agreement") of Lifted Genetics LLC, a Massachusetts limited liability company (the "Company"), is made as of June 6, 2018 by and among the persons named on Schedule 1 hereto as the Members of the Company. The parties hereto, intending to be legally bound, agree as follows:

Article 1.
ORGANIZATION

1.1 Formation of Limited Liability Company. On June 6, 2018, Lifted Genetics, LLC (the "Company") was organized as a limited liability company pursuant to the Act by the filing of a Certificate of Organization (the "Certificate") with the Secretary of State of the Commonwealth of Massachusetts as required by the Act.

1.2 Name. The name of the Company shall be Lifted Genetics, LLC, provided that the Management Committee (defined below) may select and utilize various trade names from time to time.

1.3 Offices. The registered office of the Company in the Commonwealth of Massachusetts is the office named in the Certificate or such other office (which need not be a place of business of the Company) as the Management Committee may designate. The registered agent of the Company in the Commonwealth of Massachusetts is the initial registered agent named in the Certificate or such other Person or Persons as the Management Committee may designate in the manner provided by law. The principal office of the Company shall initially be Lifted Genetics, LLC, c/o David Griffiths, 42 Holliston St Medway MA 02053 or at such other place as the Management Committee may designate, which need not be in the Commonwealth of Massachusetts. The Company may have such other offices as the Management Committee may designate.

1.4 Purpose. The purpose of the Company is to own and operate, as a licensed cannabis cultivator, directly or indirectly through a Subsidiary and/or joint ventures, retail cannabis establishments and to engage in related functions (each a "Location", and together the "Locations"), and to exercise all of the rights and performance of all of the obligations that relate to such activities, and to engage in such other activities directly related to the foregoing business as may be necessary, advisable or appropriate (collectively, the "Business").

1.5 Fiscal Year. The fiscal year of the Company shall be the calendar year or such other fiscal year as the Management Committee shall determine.

1.6 Term. The Company was formed on the date of filing of the Certificate and its period of existence shall be perpetual until termination and dissolution thereof in accordance with the provisions of Article 9 of this Agreement.

1.7 Capitalized Terms

1.8 . Capitalized terms used but not defined herein shall have the meanings ascribed to them in Section 10.1 of this Agreement.

Article 2.
CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

2.1 Initial Capital Contributions: Units.

a. The membership interests of the Members shall be represented by issued and outstanding Units, which shall initially be classified Class A, Class A-1, Class B and Class C. No type, class or series of Units shall be certificated unless otherwise determined by the Management Committee. The total number of Units which the Company is authorized to issue and the authorized capital of the Company shall initially consist of 100,000 Units. The Units issued hereunder will be designated by the Management Committee, at the time of issuance, as either shares of Class A, Class A-1, Class B or Class C Units. Each Member listed on Schedule 1 has made, or contemporaneously with the execution of this Agreement will make, a capital contribution to the Company in the amount set forth on Schedule 1 and is deemed to own the Units set forth opposite such Member's name on Schedule 1.

b. The Company is hereby authorized to sell up to 5,000 Class B Units for a per unit price of \$20 for a total capital raise of \$100,000, the proceeds of which shall be used for start-up costs and general operating expenses. The Company is further authorized to reserve 49,000 Class C Units for sale in connection with an anticipated capital raise of \$3,000,000 in 2019. Notwithstanding the foregoing, the Management Committee may adjust the terms of these proposed equity sales as it deems to be in the best interest of the Company and its Members.

2.2 No Additional Capital Contributions. The Members shall not be required to make any additional capital contributions.

2.3 Capital Accounts. Separate and individual Capital Accounts shall be established and maintained by the Company for each Member in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account of each Member shall be credited with the Member's capital contributions (at fair market value with respect to contributed property, net of any liabilities assumed by the Company in connection with such contribution or to which such contributed property is subject) and shall be appropriately adjusted to reflect each Member's allocations of Net Profits and Net Losses, the fair market value of property distributed (net of any liabilities assumed by such Member or any liabilities to which such property is subject) to the Member and such other adjustments as shall be required by Code Section 704 and the Treasury Regulations promulgated thereunder.

2.4 Limited Liability. No Manager or Member shall be personally liable to satisfy any judgment, decree, or order of a court for, or be personally liable to satisfy in any other manner, any debt, obligation, or liability (whether arising in contract, tort or otherwise) of the Company solely by reason of being a Manager or Member.

2.5 No Interest on or Right to Withdraw Capital Contributions: Negative Capital Accounts. No interest shall be paid by the Company and no Member shall have the right to receive interest on capital contributions or on the balance in any capital account and no Member shall have the right to withdraw the Member's capital contribution or to demand or receive a return of the Member's capital contribution or to otherwise withdraw as a Member. No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

2.6 Additional Units. No Member shall have the right to make additional capital contributions to the Company without the consent of the Management Committee and the

Consent of the Members (defined below). Subsequent to the initial issuance of Units, additional Units may be authorized, issued and sold by the Company to any Person, whether or not already a Member, in such number, amount and upon such terms and conditions as are determined by the Management Committee with the Consent of the Members (the “Additional Units”); provided however, that no Additional Units shall be issued and sold unless such Additional Units shall have first been offered to the Members pursuant to Section 2.7 below. Any Person purchasing Additional Units shall become a Member of the Company for all purposes upon signing a counterpart to this Agreement.

2.7 Pre-Emptive Rights.

(a) Subject to the exclusion provided for in subsection (d) below, before the Company may issue and sell Additional Units to any Person (including an existing Member, but excluding any issuances which are made on a *pro rata* basis to all Members) (the “Proposed Purchaser”) the Company must first make a bona fide offer (the “Offer”) to sell such Additional Units to all of the existing Members in accordance with this Section 2.7. The Company shall provide written notice to each Member, which shall set forth (i) the identity of the Proposed Purchaser, (ii) the total number of Additional Units subject to the Offer and such Member’s *pro rata* portion thereof, (iii) the purchase price thereof, which must be stated in United States dollars (the “Offer Price”), and (iv) all other terms of the Offer, including the closing date, which shall not be earlier than twenty (20) days or later than one hundred twenty (120) days after the date notice of the Offer (the “Notice Date”) is given by the Company to the Members (collectively items (i) through (iv), the “Offer Terms”); provided, however, that any of the foregoing requirements may be waived with the written consent of all Members. Each Member shall have fifteen (15) business days (“Preemptive Period”) to elect to purchase all or a portion of such Member’s *pro rata* portion as set forth in the Offer, by providing written notice to the Company (e-mail being sufficient) of such election. The Offer Terms, including the Offer Price, made to the Members pursuant to this Section 2.7 shall be no less favorable (and in the case of the Offer Price, no greater) than the terms on which such Additional Units are to be sold to the Proposed Purchaser. For purposes of this Section 2.7, a Member’s “*pro rata* portion” shall be the product of the total Additional Units being offered in connection with an Offer multiplied by a fraction (i) the numerator of which is the number of Units such Member owns as of the Notice Date and (ii) the denominator is the aggregate number of Units owned by all the Members as of the Notice Date.

(b) If any Member does not exercise such Member’s option to purchase all or a part of its *pro rata* portion of the Additional Units pursuant to Section 2.7(a) (such remainder, the “Remaining Additional Units”), then within five (5) days of the expiration of the Preemptive Period, the Company shall notify any Member that has elected to purchase all of its *pro rata* portion pursuant to Section 2.7(a) of the opportunity to purchase all or a portion of such Remaining Additional Units. Such Member shall have fifteen (15) days to elect to purchase all such Remaining Additional Units. If more than one Member is eligible to purchase Remaining Additional Units pursuant to this Section 2.7(b), such Members shall be entitled to purchase their ratable portion of such Remaining Additional Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(c) If any Member does not exercise such Member’s option to purchase any Additional Units or Remaining Additional Units pursuant to Section 2.7(a) or 2.7(b) (or if any such Member fails to pay the Offer Price in the time frame set forth for payment in the Offer notice), the Company may sell any such unpurchased Additional Units to the Proposed Purchaser; provided,

that such sale shall occur not later than one hundred eighty (180) days after the Notice Date and only in accordance with the Offer Terms (except with regard to the sale price which may exceed the Offer Price). In the event a sale contemplated by the preceding sentence is not consummated within one hundred eighty (180) days, any sale beyond such time shall again be subject to this Section 2.7.

(d) This section shall not apply to Units reserved for (i) an equity incentive plan approved under this Agreement, or otherwise issued to employees, consultants, advisors and the like for purposes compensation and (ii) the Class B and Class C Units approved for sale under Section 2.1.

2.8 Investment Representations and Acknowledgments. Each of the Members represents and acknowledges to the Company as of the date hereof (or, with regard to any later-admitted Member, as of the date such Member executes a counterpart signature or joinder to this Agreement), with respect to the issuance of Units to such Member, as follows:

(a) The Units are being purchased for the Member's own account and for investment and not with a view to or for resale in connection with any distribution or public offering of the Units within the meaning of the Securities Act of 1933, applicable state securities laws, and other applicable securities laws and rules (collectively the "Securities Laws").

(b) The Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of the purchase of the Units.

(c) All documents, records, and books pertaining to the Company and the purchase of the Units have been made and are available to the Member and representatives of the Member, and the Member has had an opportunity to ask questions of and receive answers from all persons related to the Company concerning the Company and the Units.

(d) The Units have not been registered under any of the Securities Laws and cannot be resold or otherwise disposed of and must be held indefinitely unless they are subsequently registered under the Securities Laws or an exemption from registration is available.

(e) The exemption under Rule 144 under the Securities Act of 1933 may not be available for the resale of the Units.

(f) The Company is under no obligation and does not intend to register the Units under the Securities Laws or to effect compliance with any exemption from registration under the Securities Laws in the future.

2.9 Drag-Along.

(a) Notwithstanding anything to the contrary contained in this Agreement, in the event that the sale of the Company (whether by merger, reorganization, consolidation, sale of all or substantially all of the Company's assets or sale, directly or indirectly, of all of the outstanding Units) to an unaffiliated third-party is approved by the Consent of the Members (an "Approved Sale"), each and every one of the other Members (each, a "Drag-Along Member") agrees to sell in such Approved Sale all Units held by such Drag-Along Member for the same form and amount of consideration per class of Unit and otherwise on the same terms and conditions upon which all other Members sell their Units.

(b) Each Member hereby waives, to the extent permitted by applicable law, all rights to object to or dissent from such Approved Sale and hereby agrees to consent to and raise no objections against such Approved Sale. The Company and the Members hereby agree to cooperate fully in any Approved Sale and not to take any action prejudicial to or inconsistent with such Approved Sale.

(c) At least twenty (20) days prior to the anticipated closing date of an Approved Sale, the Company shall provide a written notice (the "Drag-Along Notice") of the Approved Sale to the Drag-Along Members. The Drag-Along Notice must set forth the consideration per Unit (per Unit class, if applicable) to be paid in such Approved Sale and the other terms and conditions of the Approved Sale and include copies of the documents to be executed by such Drag-Along Members (collectively, "Ancillary Documents"), which may include, but not be limited to, transfer agreements, sale agreements, escrow agreements, consents, assignments, releases and waivers. Not later than 15 days after receipt of the Drag-Along Notice, each of the Drag-Along Members shall deliver to the Management Committee an unconditional agreement in writing to sell all of such Drag-Along Member's right, title and interest in such Drag-Along Member's Units pursuant to this Section 2.9 simultaneously with the consummation of such Approved Sale in exchange for delivery to such Drag-Along Member of the consideration therefor and all Ancillary Documents required to be executed in connection with such Approved Sale (the release of which may be conditioned upon consummation of the Approved Sale). Each Member will be obligated to (i) pay its respective pro rata share of the expenses incurred by the Members in connection with any such Approved Sale to the extent not paid or reimbursed by the Company or unaffiliated third-party purchaser; provided, that no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale, and (ii) shall be responsible for such Member's *pro rata* share in any purchase price adjustments, indemnification or other obligations that the sellers of Units, other equity interests or assets are required to provide in connection with such sale so that proceeds will be distributed as if they had been distributed after giving effect to such adjustments, indemnification and other obligations (other than any such obligations that relate specifically to a particular Member, such as indemnification with respect to representations and warranties given by a Member individually regarding such Member's title to and ownership of Units); provided, that all representations, warranties, covenants and indemnities shall be made by the Members severally and not jointly and no Member will be obligated in connection with an Approved Sale to agree to indemnify or hold harmless the transferees with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Approved Sale. In connection with any Approved Sale, each Member appoints the members of the Management Committee or its designee as its representative to make all decisions in connection with any sale agreement (including the right to resolve any potential indemnification claims or other disputes on behalf of all Members). In the event that any Member receives a Drag-Along Notice pursuant to this Section 2.9(c), such Member agrees to use its commercially reasonable efforts, to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable, under applicable laws and regulations (including, without limitation, to ensure that all appropriate legal and other requirements are met and all consents of third parties are obtained), to consummate the proposed transactions contemplated by this Section 2.9. If any such vote is required by applicable law, each Member agrees that, in addition to any of the requirements of the immediately preceding sentence, such Member shall vote all of its Units in favor of the transaction. The Members hereby appoint the members of the Management Committee or its designee as its attorney in fact to enter into any agreements to effectuate this Section 2.9(c). If the closing of the Approved Sale does not occur within 90 days following the date of the Drag-Along Notice, on the terms set forth therein, the Company and the

Members may not then effect a transaction subject to this Section 2.9 without again fully complying with the provisions of this Section 2.9(c).

Article 3.

CASH FLOW PAYMENTS; ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocation of Net Profits and Net Losses. Except as otherwise required by law, Net Profits and Net Losses shall be allocated in proportion to the Members' respective ownership of Units. The intent of the foregoing allocation is to comply with Treasury Regulations Section 1.704-1(b) and to ensure that the Members receive allocations of Net Profits and Net Losses pursuant to this Section 3.1 in accordance with their relative economic interests in the Company.

3.2 Special Allocations. Notwithstanding Section 3.1, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset," "minimum gain chargeback," "partner nonrecourse debt minimum gain chargeback," "nonrecourse deductions" and "partner nonrecourse deductions" rules of the Treasury Regulations promulgated pursuant to Code Section 704(c). To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted so that the cumulative effect of all of the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this section.

3.3 Tax Allocations. The income, gains, losses, credits, and deductions recognized by the Company shall be allocated among the Members, for U.S. federal, state, and local income tax purposes, to the extent permitted under the Code and the Treasury Regulations, in the same manner that each such item is allocated to the Members' Capital Accounts, except as provided in Sections 3.3(a) and (b).

(a) If property is contributed to the Company by a Member, and there is a difference between the basis of such property to the Company for U.S. federal income tax purposes and the Gross Asset Value at the time of its contribution, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax purposes (but not for book purposes), shall be allocated (in any permitted manner determined by the Management Committee) among the Members so as to take account of such book/tax difference as required by Code Section 704(c).

(b) If property (other than property described in Section 3.3(b)) of the Company is reflected in the Capital Accounts of the Members and on the books of the Company at a Gross Asset Value that differs from the adjusted basis of such property for U.S. federal income tax purposes by reason of a revaluation of such property, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax purposes (but not for book purposes), shall be allocated among the Members in a manner that takes account of the difference between the adjusted basis of such property for U.S. federal income tax purposes and its Gross Asset Value in the same manner as differences between the adjusted basis and fair market value are taken into account in determining the Members' share of tax items under Code Section 704(c).

3.4 Distributions from Operations.

(a) Except for Tax Distributions under Section 3.5, distributions to Members shall be made from Cash Flow in such amounts and at such times as the Management Committee

shall determine as follows: to the Members, *pro rata*, in proportion to their respective ownership of Units.

(b) For purposes of this section, neither a reimbursement to a Manager or a Member for an expenditure properly considered as a cost or expense of the Company, nor the payment by the Company of any fee to a Manager or Member, nor the payment to a Manager or Member of any principal or interest on any loan, shall be considered a distribution to a Member.

(c) All distributions, upon dissolution or otherwise, shall be made solely from the Property and no Member (even if the Member has a deficit balance in the Member's capital account) or Manager shall be personally liable for any such return. Any securities or other assets distributed to the Members shall be valued at their fair market value as determined in good faith by the Management Committee.

3.5 Tax Distributions.

(a) The Management Committee shall cause the Company to distribute to each Member at least annually, within ninety (90) days after the end of its fiscal year, an amount of cash at least sufficient to reimburse the Members for any income taxes payable in respect of his or its distributive share of the Company's income during the preceding fiscal year (such distributions, "Required Minimum Tax Distributions"). The Company accountant shall determine a single income tax rate (state and federal) which shall be applied for the purposes of this paragraph to all Members, regardless of their individual tax rate.

(b) Any distribution made pursuant to Section 3.5(a) which exceeds the amount of the Required Minimum Tax Distribution for any tax year shall not affect the determination of the Required Minimum Tax Distribution for any subsequent tax year. Notwithstanding anything to the contrary in this Section 3.5, the Company shall be under no obligation to make any Required Minimum Tax Distribution if such distribution (i) is then prohibited under applicable law, (ii) is then prohibited under any agreement to which the Company is a party or (iii) would materially impair the Company's ability to conduct its affairs or the Business.

3.6 Distributions Other Than From Operations. All cash from a Capital Transaction shall be distributed to the Members according to the order and priority set forth in Section 3.4 above.

Article 4.

MANAGEMENT: RIGHTS, POWERS AND OBLIGATIONS OF THE MANAGER

4.1 Management and Control in General.

(a) **Powers of Managers.** Subject to Section 4.1(b), the business of the Company shall be exercised by or under the direction of the Management Committee, and the Members shall have no right (unless otherwise granted by the Management Committee) to act on behalf of or bind the Company. Subject to Section 4.1(b), the Management Committee will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. Each of the Managers shall have all the rights, powers and obligations of a manager as provided in the Act and as otherwise provided by law, provided, that a Manager shall

only have the right to exercise such authority upon (i), if applicable, receipt of the required approvals set forth in Section 4.1(b) below, and (ii) having been so authorized by the Management Committee. Once authorized pursuant to the immediately preceding sentence, any Manager may act to bind the Company and to sign contracts on behalf of the Company.

(b) **Rights Reserved to Members.** Notwithstanding anything to the contrary in this Agreement, in no event shall the Management Committee take or cause to be taken on behalf of the Company, any Location, any entity of which the Company then is an owner or operator, or any Affiliate of the Company (including, for the sake of clarity, all operating Subsidiaries that the Company may own, operate or otherwise control from time to time, directly or indirectly) any of the following actions without the prior written consent of the Members holding at least a majority of the then outstanding Units (the “Consent of the Members”):

(i) a merger, consolidation, internal corporate restructuring or similar transaction;

(ii) the admission of additional Members (other than any admission incident to permissible transfers of Units or the authorized sale(s) of Class B and/or Class C Units);

(iii) entering into or amending, enforcing (or waiving enforcement of rights thereunder) or terminating any contract, agreement or other arrangement between the Company (or any direct or indirect Subsidiary thereof), and any Member, Manager, officer, employee or agent, any Affiliate of the foregoing (or any of such Affiliate’s directors, managers, equity holders, officers, employees or agents), on the other hand; provided, that this item (iii) shall not apply with regard to employment agreements, offer letters or similar agreements executed in the ordinary course of business;

(iv) filing any bankruptcy or any similar proceeding seeking protection from creditors;

(v) changing the purpose, the Business, format of operation or name of the applicable entity;

(vi) entering into any written or oral contract, agreement (including employment agreements), guaranty or other arrangement or financial commitment that creates an obligation, liability or any other form of indebtedness in an amount equal to or greater than \$[100,000];

(vii) (A) selling an interest of the Company’s direct or indirect equity in any Location, subsidiary entity, any Affiliate of the Company or any other entity in which the Company has an interest or (B) selling, leasing or otherwise disposing of all or any part of its business, property or assets, whether now or hereafter acquired;

(viii) amending, terminating, assigning or transferring (in whole or in part) the rights under any material agreement (including, without limitation, any real property lease, operating lease and joint venture agreement) or waiving any rights thereunder;

(ix) granting security interests, liens or mortgages in or on any asset whether now, directly or indirectly, owned or hereafter acquired;

(x) amending, modifying, supplementing or terminating any charter, organizational or governing document of the Company or any direct or indirect Subsidiary;

(xi) authorizing continuation upon a dissolution;

(xii) (A) issuing, selling, combining or reclassifying any additional Units or other equity interests of the Company (or any direct or indirect Subsidiary) or any securities convertible into or exchangeable for such Units or other equity interests of the Company (or any direct or indirect Subsidiary) or (B) activating any capital call rights (other than sale(s) of Class B and/or Class C Units authorized under Section 2.1);

(xiii) make, or permit any Subsidiary to make, any loan or advance to, or own any stock or other securities of, any Subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(xiv) adopt any employee incentive equity or option plan;

(xv) committing or agreeing to enter into any of the agreements or undertake any of the actions described in clauses (i) to (xiv) above.

No Member shall unreasonably withhold, condition or delay its consent to any of the foregoing matters.

4.2 Number and Appointment of Managers; Removal.

(a) The Company shall initially have five (5) Managers (the “Management Committee”), who will be appointed as set forth below.

(i) Class A Unitholders shall appoint, voting as a class, three (4) members of the Management Committee, two (2) of which shall qualify as minority status under applicable law;

(ii) Class A-1 Unitholders shall appoint, voting as a class, one (1) member of the Management Committee, which shall qualify as minority status under applicable law; and

(iii) Class B Unitholders shall appoint, voting as a class, one (1) member of the Management Committee.

Each class of Unitholders as delineated above shall be solely and exclusively responsible to elect the Manager(s) representing their class.

(b) All decisions of the Management Committee shall require the affirmative vote of a majority of the Managers (and for the avoidance of doubt, in the case of the actions described in Section 4.1(b) will also require the Consent of the Members). The Managers shall discuss and negotiate in good faith to reach consensus on all decisions, including the use of non-binding mediation.

(c) Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager will take effect upon receipt of notice thereof or at such later time as will be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. Subject to Article 6, the resignation of a Manager who is also a Member will not affect the Manager's rights as a Member.

(d) A Manager may be removed at any time for any reason by the Person(s) who appointed such Manager as described in Section 4.2(a). A Manager may also be removed for "cause" by the Consent of the Members. For purposes of this section, "cause" shall mean (i) a conviction or a plea of no contest to any federal or state crime, excluding routine motor vehicle charges not involving the use of alcohol or drugs by the Manager; (ii) fraud, negligence or intentional misconduct with respect to the Company; or (iii) repeated or continued willful failure to perform his agreed-upon duties to the Company. Subject to Article 6, the removal of a Manager who is also designated by a Member will not constitute a withdrawal of a Member.

(e) Any vacancy occurring for any reason in the number of Managers of the Company will be filled by the appointment of new Managers by the Person(s) entitled to appoint Managers for such vacant seats as described in Section 4.2(a) within sixty (60) days of the occurrence of the vacancy. If a replacement Manager is not appointed within this period, the Management Committee acting unanimously may fill the vacant seat (such a Manager appointed by the Management Committee, a "Temp Manager"); provided, that (i) the Members entitled to appoint a Manager to fill the seat held by a Temp Manager may at any time upon fifteen (15) days' notice to the Management Committee appoint a Manager to replace such Temp Manager and (ii) upon delivery to the Management Committee of such notice the Temp Manager shall automatically be deemed to have resigned as a Manager.

(f) A Manager shall not be required to be a Member, a resident of Massachusetts, or a natural person.

(g) Except as otherwise provided herein, no Member will take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except and only to the extent expressly provided for in this Agreement or as delegated by the Manager, no Person other than the Officers (defined below) will be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

4.3 Employment of Others, Including Affiliates. The Management Committee shall have the right to appoint officers and agents of the Company and establish their compensation and duties. Nothing contained in this Agreement shall preclude the employment by the Company of any Manager or Member or any agent or third party to operate and manage all or any portion of the Company or its businesses or to provide any service relating to the business of the Company, subject to the control of the Management Committee. Subject to Section 4.1(b), the Company (or any Subsidiary thereof) may engage Affiliates of any Manager or Member to render services to the Company; provided that any such engagement shall be upon terms and conditions no less favorable to the Company than could be obtained from an independent third party and (ii) the consent of the unaffiliated Members shall be required prior to any such engagement. Neither the Company nor any of the Members shall have, as a consequence of the relationship created hereby, any right in or to any income or profits derived by a Manager or Member or an Affiliate of

any of the Manager or Members from any business arrangements with the Company which are consistent with this Section.

4.4 Costs and Expenses; Manager Compensation. The Company shall pay all costs and expenses arising from or relating to the organization of the Company, the development of the Business and the commencement and continuation of Company operations. No Manager shall not be entitled to compensation for its role as Manager unless approved by the Consent of the Members.

4.5 Title to Property. Title to Property shall be taken in the name of the Company.

4.6 Liability of Managers. No Manager or any Affiliate of a Manager, or their respective officers, shareholders, controlling persons, directors, agents and employees, shall be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members, their successors or permitted assigns, for any act or failure to act in connection with the affairs of the Company, unless it is proved, by clear and convincing evidence, in a final, non-appealable decisions of a court of competent jurisdiction that its act or failure to act was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company. Any action taken in good faith in reliance upon and in accordance with the advice or opinion of counsel shall be conclusively deemed not to constitute an undertaking with deliberate intent to cause injury to, or with reckless disregard for the best interests of, the Company.

4.7 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify or agree to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not such Person is acting by or in the right of the Company, by reason of the fact that such Person is or was a Manager, officer, employee or agent of the Company or any Manager, or is or was serving at the request of the Company as a manager, director, trustee, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise or employee benefit plan, against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding; provided that such indemnification shall not be available if the acts or omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud.

4.8 Insurance. The Company may purchase and maintain directors and officers insurance, to the extent and in such amounts as the Management Committee deems reasonable, on behalf of the Management Committee, Officers and such other Persons as the Management Committee will determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. In addition, the Company and any Subsidiary may obtain key person life insurance on such individuals and in such amounts as may be approved by the Consent of the Members from time to time.

4.9 Fiduciary Duties of Members. Except as may be expressly provided for herein, this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. To the greatest extent permitted by law (including under the Act), each Member hereby

waives any and all fiduciary duties owed by any other Members in its capacity as a Member that, absent such waiver, may be implied by law or equity, and in doing so, recognize, acknowledge and agree that the Members' duties and obligations to one another and to the Company are only as expressly set forth in this Agreement, any other express agreements to which they are a party.

4.10 Devotion of Time. A Manager is not obligated to devote all of their time or business efforts to the affairs of the Company but shall devote whatever time, effort and skill is reasonably necessary for the profitable operation of the Company and the proper performance of the Manager's duties.

Article 5. MEETINGS; VOTING AND OFFICERS

5.1 Meetings of Members.

(a) **Notice of Meetings.** Meetings of Members may be called by (i) the Management Committee or (ii) the Members holding at least twenty percent (20%) of the outstanding Units held by all Members that are entitled to vote at such meeting. Unless otherwise waived by the Members, written notice of any meeting, stating the time, place and purpose of the meeting, shall be given either by personal delivery or email 48 hours in advance.

(b) **Quorum.** Presence in person of Members owning a majority of the then outstanding Units of the class entitled to vote at such meeting shall constitute a quorum. Such Members may adjourn such meeting from time to time. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

(c) **Actions.** The affirmative vote of Members owning a majority of the Units of the class entitled to vote at such meeting who are present at a duly constituted meeting shall, unless a greater vote is required by the Act, this Agreement or the Certificate, be the duly adopted act of the class of Members entitled to vote.

(d) **Action by Members Without Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by the Members holding not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all of the Members were present and voting. Prompt notice of the taking of the action without a meeting by less than a unanimous consent shall be given to all Members, but the failure to provide such notice shall not affect the validity of the action.

(e) **Telephonic Meetings.** The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(f) **Proxies.** Any Person who is entitled to attend or vote at a meeting or to execute consents, waivers, or releases may be represented or vote at such meeting, execute

consents, waivers, and releases, and exercise any of its other rights by proxy or proxies appointed by a writing signed by such person or its duly appointed attorney in fact.

(g) **Place of Meeting.** All meetings of Members shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(h) **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing executed by the Member, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

(i) **Electronic Transmissions.** An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Member or proxy holder, or by a person or persons authorized to act for a Member or proxy holder, shall be deemed to be written, signed and dated for the purposes of this Section 5.1, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Member or proxy holder or by a person or persons authorized to act for the Member or proxy holder, and (ii) the date on which such Member or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.2 Meetings of Managers.

(a) **Notice of Meetings.** Meetings of the Management Committee may be called by any Manager. Written notice of any meeting, stating the time and place of the meeting, shall be given either by personal delivery or by mail not less than two (2) days nor more than thirty (30) days before the date of the meeting to each Manager. If mailed, such notice shall be sent to the Managers in accordance with Section 10.2.

(b) **Quorum; Actions.** A majority of the members of the Management Committee shall be required for a quorum for transaction of business at any meeting of the Management Committee. The Management Committee may only act upon the approvals set forth in Section 4.2(b).

(c) **Action by Managers Without Meeting.** Any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Managers.

(d) **Telephonic Meetings.** The Managers may participate in and act at any meeting of the Managers through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(e) **Place of Meeting.** All meetings of Managers shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(f) **Waiver of Notice.** When any notice is required to be given to any Manager, a waiver thereof in writing executed by the Manager, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Manager of notice of such meeting.

(g) **Electronic Transmissions.** An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Manager shall be deemed to be written, signed and dated for the purposes of this Section 5.2, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Manager, and (ii) the date on which such Manager transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.3 Record Date and Closing Unit Transfer Books.

(a) **Record Date.** For any lawful purpose, including without limitation the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members or to receive payment of any distribution, the Management Committee may fix a record date which shall not be a date earlier than the date on which the record date is fixed and shall not be more than sixty (60) days preceding the date of the meeting of Members or the date fixed for the payment of the distribution, as the case may be. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

(b) **Closing Unit Transfer Books.** The Management Committee may close the Company's Unit Journal (as defined below) against transfers of Units during the whole or any part of the period between the record date and the date fixed for the payment of any distribution.

(c) **Adjournments.** When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.4 Officers. The Management Committee shall have the authority to appoint, oversee and remove officers of the Company from time to time. One individual may hold two or more offices. The officers of the Company shall be chosen by the Management Committee and, unless otherwise determined by the Management Committee, may include a President, Vice-President, Treasurer and a Secretary with such powers and duties as are customary to such officers and such additional powers and duties as the Management Committee may from time to time designate (hereinafter "Officers"). The compensation of all Officers of the Company shall be fixed by the Management Committee, unless that function shall have been delegated otherwise. The Officers of the Company shall hold office until such time as they die, resign or their successors are chosen and qualify in their stead. If the office of any Officer or Officers becomes vacant for any reason, the vacancy may be filled by the Management Committee. All of the officers of the Company shall at all times be and remain subject to the direction and control of the Management Committee. The powers granted to the Management Committee hereunder are subject to Section 4.1(b).

Article 6.
TRANSFERS OF UNITS; ADMISSION OF NEW MEMBERS

6.1 General Restriction. Each and every Unit heretofore and hereafter issued is and shall be held, owned and transferred subject to the terms and conditions contained herein. Subject to Section 4.1, no units shall be transferred, for consideration or otherwise, whether voluntarily, involuntarily, or by operation of law, and no purported Transferee shall be recognized as a member of the Company for any purpose whatsoever unless and until the Transferee has signed a counterpart signature page to this Agreement and one of the following conditions is satisfied: (i) a majority of the non-Transferring Members consent to the proposed Transfer or (ii) such Units have been Transferred, sold, or released from restriction upon Transfer in accordance with the provisions of this Agreement. A Transfer, or attempt to Transfer, subject to the provisions of this Agreement shall be deemed to occur whenever any Units are Transferred or are attempted to be Transferred, voluntarily, involuntarily, or by operation of law, irrespective of whether any change in the record ownership of the Units occurs.

6.2 Disposition of Units.

(a) No Member may directly or indirectly Transfer all or a portion of its Units ("ROFR Units") to any third party (including any other Member or affiliate thereof) without first providing written notice (a "ROFR Notice") of such intended transaction to the Company and to each other Member, including (1) the identity of the proposed transferee, (2) the total number of Units contemplated to be transferred, (3) the purchase price thereof, which must be stated in United States dollars (the "ROFR Price"), and (4) all other terms on which such Units are proposed to be transferred to the proposed Transferee. With respect to any ROFR Units that are proposed to be Transferred from time to time, the Company and the Members shall have the following rights:

(i) Within twenty (20) days following the receipt of a ROFR Notice, the Company shall have an option to purchase all (but not less than all) of the ROFR Units offered in such ROFR Notice. The Company's option shall be exercisable upon the approval of the Members (other than the transferring Member) holding at least fifty-one (51%) percent of the Units then outstanding (not including the Units held by the transferor Member).

(ii) If the Company fails to exercise its option pursuant to Section 6.2(a)(i) then within twenty (20) days (the "Member ROFR Period") following the earlier of (i) the expiration of such option period or (ii) such time as the Company's option is not elected to be exercised and the Members are notified in writing (e-mail being sufficient) of such non-election by the Company, the Members (other than the transferring Member) shall be entitled to purchase all or a portion of its *pro rata* portion of the ROFR Units of the transferor Member. Each Member electing to purchase its *pro rata* portion of the ROFR Units shall notify in writing the Company and the transferring Member of such election prior to the expiration of the Member ROFR Period.

(iii) If a Member does not elect to purchase all or a portion its *pro rata* portion of the ROFR Units, then upon the expiration of the Member ROFR Period, any Member electing to exercise its rights under Section 6.2(a)(ii) to purchase the entirety of its *pro rata* portion shall be notified by the Company of the opportunity to purchase all or a portion of such remaining ROFR Units ("Remaining ROFR Units"). Such Member shall have fifteen (15) days to elect to purchase all such Remaining ROFR Units. If more than one Member is eligible to purchase Remaining ROFR Units pursuant to this Section 6.2(a)(iii) such Members shall be entitled to

purchase their ratable portion of such Remaining ROFR Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(b) If either the Company or the other Members elect to exercise their options pursuant to Section 6.2(a), then:

(i) the purchase price shall be equal to the lesser of (A) the price disclosed in the ROFR Notice or (B) the price provided for in Section 6.5(a) of this Agreement, at the option of the purchasing Member; and

(ii) the payment terms shall be upon either (A) the terms set forth in the ROFR Notice or (B) the terms provided for in Section 6.5(a) of this Agreement, at the option of the purchasing Member.

(c) If the Company and the other Members fail to exercise their options under this Section 6.2, then the Transferor shall be free to transfer ownership of his or her Units in accordance with terms of such Transfer set forth in the ROFR Notice given to the Company and the other Members; provided, that the purchaser of such Units shall take them subject to the terms and restrictions imposed by this Agreement and shall become a party hereto; and provided further that if the proposed Transfer is not consummated within thirty (30) days of the later of (i) such time as the rights of the Company and the Members to elect to purchase any ROFR Units pursuant to Section 6.2(a) has expired or (ii) all such possible elections pursuant to Section 6.2(a) have been made, the Transferor Member's right to sell such Units shall be deemed to have lapsed, and any sale of such Member's Units without again complying Section 6.2(a) shall be null and void and deemed to be in violation of this Agreement.

6.3 Other Transfers.

(a) Any one or more of the following events or conditions shall be deemed to constitute an offer to sell Units held by any Member:

(i) the filing of a petition in bankruptcy by or against the Member;

(ii) an adjudication that the Member (to the extent a Member is an individual) is an insane or incompetent person;

(iii) any assignment by the Member for the benefit of its creditors;

(iv) to the extent a Member is an individual, any direct or indirect Transfer, award, or confirmation of any such Units to the Member's spouse pursuant to a decree of divorce, dissolution, or separate maintenance, or pursuant to a property settlement or separation agreement;

(v) sale upon the execution or in foreclosure of any pledge, hypothecation, lien or charge; or

(vi) any other event which, were it not for the provisions of this Agreement, would cause any such Units to be sold, assigned, pledged, encumbered, awarded, confirmed, or otherwise Transferred, for consideration or otherwise, to any person, whether

voluntarily, involuntarily, or by operation of law under circumstances that would not bring such event within Section 6.2 of this Agreement.

(b) Upon the occurrence of any event specified in Section 6.3(a) (except Section 6.3(a)(iv)), the remaining Members and the Company shall have the right to purchase such Units on the same terms and conditions as if such Member had made an offer to sell such Units pursuant to Section 6.2 (for the avoidance of doubt, the price for such Units shall be the price set forth in Section 6.5(a)). Upon the occurrence of an event specified in Section 6.3(a)(iv), first the Member (within the twenty (20) day period provided in Section 6.3(c)) and then the remaining Members and the Company shall have the right to purchase such Units from the Member's spouse in accordance with Section 6.2.

(c) Within twenty (20) days after the occurrence of an event described in Section 6.3(a), the Member or his or her trustee in bankruptcy, personal representative, guardian, executor, or administrator (as appropriate) shall give notice to the Company and the other Members of such event, specifying the date of such event, describing in reasonable detail the nature of the event, the Units affected, and the price or value of the Units, if any, offered by any person or decreed by a court in connection with such event. Such notice shall be deemed to be the Offer Notice for purposes of Section 6.2. If the Company and the other Members have not received this notice upon the expiration of the thirty-day period, any Member, Manager or officer of the Company who has knowledge of such event may give notice to the Company and the other Members at any time after the end of such period, and the notice shall be deemed to be the Offer Notice for all purposes of this Agreement.

6.4 Purchase Price and Terms for the Purchase and Sale of Units

(a) For purposes of this Agreement, subject to Section 6.5(b), the value of all of the outstanding Units shall be the amount set forth in the Certificate of Value prepared upon the end of the immediately preceding fiscal year. The parties hereto shall execute, upon signing this Agreement and annually within ninety (90) days following the close of each fiscal year, a Certificate of Value setting forth the value of all of the outstanding Units as of such time. The form of such Certificate of Value being Exhibit A attached hereto. The Members shall use reasonable, good faith efforts to unanimously agree on the value of all of the outstanding Units to be set forth on a Certificate of Value. In the event that the Members are unable to come to such agreement within ninety (90) days of the close of the applicable fiscal year (the "Member Valuation Period"), they shall retain an appraisal firm (the "Appraiser") unaffiliated with the Company or any Manager or Officer or holder of Units (at the Company's sole expense) to determine the fair market value of the Units using valuation methodologies customary in the valuation of the equity of businesses such as the Company and in the same manner as set forth in Sections 6.5(b); provided, that following the expiration of the Member Valuation Period and in connection with the submission of the matter to the appraisal firm each Member shall propose their final assessment of the value of all of the outstanding Units, and in no event shall the valuation as determined by the appraisal firm (i) exceed the highest such final valuation or (ii) be less than the lowest such final valuation proposed by a Member.

(b) The value of all of the outstanding Units shall be determined by utilizing the following appraisal process:

(i) The Appraiser shall be required to complete their valuation work within twenty (20) business days of being retained. The Company shall promptly furnish to the

Appraiser(s) such information concerning its financial condition, earnings, capitalization and business prospects as the Appraiser may reasonably request. The Appraiser will be instructed to solicit the views of the Members regarding all relevant matters, including the value of the Units, and the value and prospects of the Company.

(ii) The Appraiser shall determine the fair market value of the Units as of a recent date selected by the Appraiser using valuation methodologies customary in the valuation of the equity of businesses such as the Company. The Appraiser shall be instructed to express their valuation opinion in the form of a single value for the Units that in the opinion of the Appraiser most closely approximates the fair market value thereof in light of the methodologies used by the Appraiser in valuing such shares. If the Appraiser shall fail to express its assessment of the value of the Units in a single value but instead expresses its assessment as one or more ranges of values, then the Appraiser shall be deemed to have expressed as its single value for each the midpoint of the highest and lowest values of all ranges expressed. The value of the Units as determined by the Appraiser in accordance with the foregoing procedure shall be disclosed in writing to the Company and holders of Units promptly following the completion of the appraisal. The fair market value of the Units determined in accordance with the foregoing procedure shall be final, binding and non-appealable on the Company, the Management Committee and the holders of the Units and their estates.

(c) For the avoidance of doubt, the purchase price of the Units of a Member shall be determined by multiplying the value of all of the outstanding Units by a fraction, the numerator of which is the number of Units owned by the Member and the denominator of which is the total number of Units outstanding.

(d) In the event the selling Member, his or her estate, or any transferee shall not be paid in full in cash at the closing of a sale, then any note given by the purchasing party, in addition to terms customarily found in similarly situated notes, shall provide as follows:

(i) The note shall require payment of the principal amount in twenty (20) equal consecutive quarterly installments together with interest per annum at the prime rate effective on the date of the note.

(ii) The note shall allow the prepayment of all or any part of the principal amount at any time without penalty.

(iii) As security for the note, the purchasing party or parties shall execute a pledge of the Units being purchased and sold in favor of any holder of the note.

(iv) The note shall be executed by all purchasing parties as makers, and all purchasing parties shall be jointly and severally liable for full payment according to its terms.

(v) The payment of reasonable costs of collection, court costs, and attorneys' fees incurred upon any default by the maker.

(vi) No dividends shall be declared or paid upon the outstanding Units of the Company until the purchase price of the Units on any corporate purchase shall be paid in full; provided, however, that this prohibition on dividends shall not apply to tax distributions.

(e) Except as may otherwise be agreed amongst the selling party and the purchasing party, the selling party shall Transfer the Units to the purchasing party at closing free and clear of all encumbrances except those, if any, arising out of this Agreement.

6.5 Permitted Transfers. This Article 6. does not apply to or preclude any transfer made (a) by any Member pursuant to an Approved Sale, (b) by any Member, other than an individual, of Units to or among any Affiliate(s) of such Member (including any Person controlled by such Member), provided that any ownership interests in any such Affiliate(s) will be subject to the transfer restrictions of this Agreement as if such interests were Units of the Company, or (c) for legitimate estate or tax planning purposes. As a condition to any permitted transfer of Units, any transferee (other than any transferee that is already a Member) of Units will be required to become a party to the Agreement by executing a joinder to this Agreement in a form reasonably acceptable to the Management Committee.

Article 7.

ADDITIONAL PROVISIONS CONCERNING MEMBERS

7.1 No Employment Rights. Neither the relationship among the Members or between the Members and the Company nor anything contained in this Agreement shall be construed to create any right of a Member to be employed by the Company or any of its Affiliates. Any right of a Member to be employed by the Company or any of its Affiliates other than as an employee terminable at-will and any agreement relating to the terms and conditions of employment or the termination of employment shall be invalid and unenforceable unless they are set forth in a duly authorized written agreement signed by the applicable company. Each Member hereby expressly waives any implied rights to be employed by the Company or any of its Affiliates except to the extent set forth in such a written agreement.

7.2 No Redemption or Repurchase Rights. No redemption or repurchase of any Units of a Member by the Company shall imply, or be construed to create, a right by any other Member to require the Company to redeem or repurchase any or all of such Member's Units. The Company shall have no obligation to purchase Units except as expressly set forth in a duly authorized written agreement signed by the Company.

7.3 Other Activities; No Usurpation of Opportunity. Subject to Section 7.6, the Management Committee, Members and their Affiliates may engage in or possess an interest in other business ventures or investments of any kind, independently or with others. The fact that any Manager, Member or Affiliate may avail itself of such opportunities, either by itself or with other Persons and not offer such opportunities to the Company or any of its Affiliates or to any other Member, shall not subject such Manager, Member or Affiliate to liability to the Company or to any other Member on account of lost opportunity. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such opportunities, or to the income or profits derived therefrom, and the pursuit of such opportunities, shall not be actionable or in violation of this Agreement.

7.4 No Claim to Company's Books, Records or other Assets. Except as otherwise provided for in this Agreement, as a Member of the Company, each Member acknowledges that such Member has no claim or rights with respect to any of the Company's contracts, documents, books and records, memoranda, files, lists or records of customers or prospective customers, name, telephone numbers, good will, patents, trademarks, trade names, copyrights, other intellectual property rights, or any other asset, tangible or intangible. At the time such Member

ceases to hold any Units, each Member shall deliver to the Company all contracts, documents, books and records, memoranda, files, lists, workpapers, notes, instructions, manuals, guides, computer software programs or media, and all other similar and dissimilar written or softcopy repositories containing any information concerning the Company, including confidential information, and all copies thereof in such Member's possession or under such Member's control, whether prepared by such Member, the Company, or anyone else, except that such Member may retain copies of records needed for tax purposes.

7.5 Confidential Information Each Member agrees that, except as specifically authorized by the Company in writing, and except information which is generally known, such Member shall not either while such Member holds any Units or at any time after such Member ceases to hold any Units directly or indirectly use, disseminate, disclose, discuss, lecture upon, or write or publish articles or other similar or dissimilar materials concerning any information disclosed to or conceived or known by such Member during, as a result of, or through such Member's involvement with the Company about (i) the other Members businesses, partners and other activities, (ii) the Company's business, (iii) the terms of this Agreement, or (iv) the Company's customers, prospective customers, suppliers, products, processes, services, methods, formulas, techniques, trade secrets, financial condition, plans, prospects, policies, or procedures, or uses or improvements thereof or knowhow related thereto (all of the foregoing collectively the "Confidential Information"). With respect to Confidential Information of a Member (as opposed to Confidential Information of the Company), the disclosing Member needs only the consent of the other Member to disclose such information. Notwithstanding the first sentence of this paragraph, this confidentiality provision shall not apply to: (1) information which is in the public domain through no fault of the disclosing party; (2) information received where such disclosure was not in violation of any obligation by the disclosing party to the other party; or (3) information required to be disclosed by court order or applicable laws provided that the disclosing party gives the other Member reasonable advance notice of such disclosure and works in good faith with the other Member to obtain in camera or other confidential treatment with respect to such disclosure.

7.6 Non-Solicit; Non-Compete This Section 7.6 shall apply only to those Members holding, either directly or with an Affiliate, greater than 5% of the Company's outstanding Units.

(a) During the period beginning on the date of this Agreement and ending on the second (2nd) anniversary of (x), with respect to a Member, the last date when such Member holds any Units or (y) with respect to any member of the Management Committee ceases to be a member thereof, neither such Member (or any Affiliate thereof) nor any such former member of the Management Committee (or any Affiliate thereof) will in any capacity or in association with any other Person:

(i) engage in, directly or indirectly, or have any other interest in, be employed by, advise or consult with act as a sales associate, broker, contractor, or manager, in whole or in part, for a Competitor; provided, that nothing in this Section 7.6 shall prohibit such Member or former Management Committee member or any of their respective Affiliates from having an interest in, directly or indirectly up to five percent (5%) of the aggregate voting securities of any Person that is a publicly traded Person.

(ii) employ as an employee, or engage or retain as a consultant or otherwise, any Person who is then or at any time during the twelve (12) month period prior to such

contemplated employment or engagement was an employee of or consultant to the Company or any Location; provided, that this Section 7.6(a)(ii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from employing as an employee or engaging or retaining as a consultant or otherwise an employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees; or

(iii) solicit, recruit or attempt to solicit or recruit any employee or consultant who is then or at any time during the twelve (12) month period prior to such contemplated employment or engagement was an employee or consultant of the Company or any Location to leave the employ of the Company or any Location or to become employed as an employee of, or engaged or retained as a consultant by, any other Person; provided, that this Section 7.6(a)(iii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from soliciting, recruiting or attempting to solicit or recruit, any employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees or contractors.

(b) The Members (on their own behalf or on behalf of their respective delegates to the Management Committee) acknowledge and agree that all of the conditions and restrictions established in this Section 7.6 are reasonable, taking into account the circumstances surrounding this Agreement. The Members further acknowledge and agree that the Company and/or the Locations and the non-offending Members would be irreparably damaged if a party breaches, or threatens to commit a breach of, any of the covenants set forth in this Section 7.6 (the "Restrictive Covenants") and that any such breach or threatened breach could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the aggrieved party may be entitled, at law or in equity, the Company, the Locations and the non-offending Members shall be entitled to have the Restrictive Covenants specifically enforced against each breaching party by any court of competent jurisdiction, including immediate temporary, preliminary and permanent injunctive relief and, to the extent permitted by law, without the necessity of furnishing any bond or other undertaking.

(c) If any court of competent jurisdiction at any time deems the Restrictive Covenants, or any part thereof, unenforceable because of the duration or geographical scope of such provisions, the other provisions of this Section 7.6 will nevertheless stand and to the full extent consistent with law continue in full force and effect, and it is the intention and desire of the parties that the court treat any provisions of this Agreement which are not fully enforceable as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable, and that the court enforce them to such extent.

7.7 Informational Rights. In addition to the information required to be provided pursuant to Article 8., the Management Committee shall keep the Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company and any Location. The Management Committee shall provide all material information relating to the Company or any Location as any Member may reasonably request from time to time.

Article 8.
REPORTS AND TAX MATTERS

8.1 Books, Records and Reports.

(a) The Company shall maintain at its principal office each of the following: (i) a current list of the full names, in alphabetical order, and last known business or residence addresses of the Members; (ii) a copy of the Certificate, all amendments to the Certificate and executed copies of any powers of attorney pursuant to which the Certificate or amendments thereto have been executed; (iii) a copy of this Agreement and any amendments hereto and executed copies of any written powers of attorney pursuant to which this Agreement and any amendments hereto have been executed; (iv) copies of all federal, state and local income tax returns and reports of the Company for its three most recent fiscal years; and (v) copies of any financial statements of the Company for the three most recent fiscal years. The Company books and records may be kept under such permissible method of accounting as the Management Committee may determine. As provided pursuant to Section 9 of the Act, the foregoing books and records, together with such other information as a Member shall be entitled to review pursuant to Section 9 of the Act, shall be available for inspection and copying by any Member, at its cost and expense, or its duly authorized representative, during ordinary business hours of the Company.

(b) The Management Committee shall cause the Company to prepare and file income tax returns with the appropriate authorities. Within ninety (90) days after the close of each fiscal year of the Company, the Management Committee shall send to each person who was a Member at any time during such fiscal year such information as will be sufficient to prepare documents which may be required to be filed by such Members under applicable federal, state and local income tax laws.

(c) The Company shall deliver to the Members:

(i) As soon as practicable, but in any event within sixty (60) days after the end of each fiscal year of the Company: (A) a balance sheet as of the end of such year, (B) statements of income and of cash flows for such year, and (C) a statement of members' equity as of the end of such year; and

(ii) as soon as practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the Company, statements of income and cash flows for such fiscal quarter, and a balance sheet as of the end of such fiscal quarter.

If, for any period, the Company has any Subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated Subsidiaries.

8.2 Record of Unit Ownership. The Management Committee shall maintain a journal of ownership of all of the outstanding Units containing the name and address of each Member and the number and class, if any, of Units held (the "Unit Journal"). The Unit Journal shall be conclusive evidence of the ownership of the Units and status as a Member absent manifest error.

8.3 Withholding. Notwithstanding any other provision of this Agreement, each Member hereby authorizes the Company to withhold and to pay over, or otherwise to pay, any withholding or other taxes payable by the Company or any of its Affiliates (pursuant to any provision of U.S. federal, state or local or non-U.S. law) with respect to such Member or as a result of such Member's participation in the Company; and if and to the extent that the Company shall be required to withhold or pay any such withholding or other taxes, such Member shall be deemed for all purposes of this Agreement to have received a payment from the company as of the time such withholding or other tax is required to be paid, which payment shall be deemed to be a distribution with respect to such Member's Units. To the extent that the aggregate amount of such payments to a Member for any period exceeds the aggregate distributions that such Member would have received for such period, the Company shall notify such Member as to the amount of such excess and such Member shall make a prompt payment to the Company of such amount (together with interest thereon at the option of the Management Committee). For the avoidance of doubt, any tax or other obligations attributable to tax payable by the Company referred to in this Section 8.3 shall include, without limitation, any "imputed underpayment" imposed on the Company under Section 6225 of the Code and any associated interest or penalties, any taxes, interest or penalties payable by the Company under any similar provisions of state or local tax laws. The provisions of this Section 8.3 shall survive the dissolution of the Company and the withdrawal of any Member or the transfer of any Member's Units.

8.4 Tax Matters Partner. Lifted Genetics shall hire a "tax matters partner" for purposes of Section 6231 of the Code (prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) and the "partnership representative" as provided in Section 6223(a) of the Code (as amended by the BBA) for any tax period subject to the provisions of such Section 6223 of the Code (in either capacity, the "Tax Matters Partner"). The Tax Matters Partner shall be reimbursed for all reasonable out-of-pocket expenses incurred as a result of its duties as Tax Matters Partner, provided that such indemnification shall not be available if the acts or omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud. In the event the Tax Matters Partner resigns as Tax Matters Partner or ceases to hold any Units, such Tax Matters Partner shall thereupon cease to be the Tax Matters Partner, and such Member as appointed by the Management Committee shall become the Tax Matters Partner.

8.5 Elections. In the event of a distribution of property made in the manner provided in Section 734 of the Code, or in the event of a transfer of any Unit permitted by this Agreement made in the manner provided in Section 743 of the Code, the Tax Matters Partner (subject to the approval of the Management Committee) may, but shall not be required to, file an election under Section 743 of the Code in accordance with the procedures set forth in the Treasury regulations promulgated thereunder.

8.6 Tax Classification. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for U.S. federal, state and local income and franchise tax purposes. In accordance therewith, (a) no Member shall file any election with any taxing authority to have the Company treated otherwise, and (b) each Member hereby represents, covenants, and warrants that it shall not maintain a position inconsistent with such treatment.

Article 9.

DISSOLUTION AND TERMINATION

9.1 Dissolution of the Company. The Company shall be dissolved upon the earlier occurrence of any of the following events:

- (a) the written consent of the members holding at least 75% of the then outstanding Units (the “Supermajority”); or
- (b) the entry of a certificate of cancellation under Section 14 of the Act.

9.2 Liquidation and Winding Up.

(a) Upon dissolution of the Company, the Management Committee, shall serve as liquidator of the Company (the “Liquidator”). The Liquidator shall, with reasonable speed, wind up the affairs of the Company and liquidate the Property. The Liquidator shall have unlimited discretion to determine the time, manner and terms of any sale of Property having due regard to the activity and condition of the relevant market and general financial and economic conditions and shall be authorized to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) Upon completion of the winding up of the affairs and business of the Company, the assets of the Company shall be distributed by the Liquidator in the following manner and order of priority:

(i) First, such assets shall be applied to the payment of debts and liabilities of the Company (including any loans from a Manager or Member to the Company) and the payment of expenses of the winding up of the affairs and business of the Company;

(ii) Second, such assets shall be applied to the setting up of any reserves (to be held by the Liquidator) which the Liquidator may deem necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Company; and

(iii) Finally, the remainder, if any, of such assets shall be distributed to the Members in accordance with the provisions of Section 3.6.

(c) If any Member shall be indebted to the Company, then until payment of such indebtedness by such Member, the Liquidator shall retain such Member’s distributive share of Property and apply the same to the payment of such indebtedness.

(d) The Liquidator shall comply with all requirements of the Act and other applicable law pertaining to the dissolution, winding up and liquidation of a limited liability company.

**Article 10.
MISCELLANEOUS PROVISIONS**

10.1 Definitions. As used in this Agreement, the following terms shall each have the meaning set forth in this Article (unless the context otherwise requires).

“Act” shall mean the Massachusetts Limited Liability Company Act, as now in effect or as hereafter amended or revised, and any references to sections of the Act shall include any successor provisions of similar tenor or effect.

"Affiliates" of a Person shall mean any Person directly or indirectly controlling, controlled by or under common control with such Person.

"Agreement" shall mean this Limited Liability Company Operating Agreement, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Capital Transaction" means any transaction the proceeds of which are not includable in determining Cash Flow, including, without limitation, a financing or a refinancing of any mortgage on, the receipt of insurance proceeds in the event of a loss, or the sale or other disposition of, or an eminent domain taking of all or substantially all of, any assets of the Company, but excluding the receipt by the Company of capital contributions or the proceeds of loans from any Member.

"Cash Flow" shall mean the gross cash receipts of the Company from its operations less the portions thereof which are used or reserved to pay Company debts, expenses and other obligations, to make capital expenditures or to facilitate the Company's future operations.

"Code" shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended.

"Competitor" shall mean any Person engaged, directly or indirectly, in the same or similar business as the Business.

"Depreciation" shall mean, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such fiscal year, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year and which difference is being eliminated by use of the "remedial method" as defined by Treasury Regulations Section 1.704-3(d), Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that in the case of clause (b) above, if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, then, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows: (i) the initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Management Committee and such Member at the time of contribution; (ii) the Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; (b) the distribution by the Company to a Member

of more than a *de minimis* amount of property as consideration for an interest in the Company; (c) the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; and (d) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to the foregoing clauses (a), (b), (c) and (d) shall be made only if the Management Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; (iii) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Management Committee and (iv) the Gross Asset Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and clause (vi) of the definition of Net Profits and Net Losses. If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clause (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by Depreciation taken into account with respect to such asset for purposes of computing Net Profits or Net Losses.

“Member” shall mean each Person who holds any Units.

“Net Profits” and “Net Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments (without duplication): (i) any income of the Company that is exempt from federal income tax and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be added to such income or loss; (ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be subtracted from such taxable income or loss; (iii) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clauses (ii) or (iii) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses; (iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (v) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; (vi) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and (vii) any items which are

pecially allocated pursuant to this Agreement shall not be taken into account in computing Net Profits or Net Losses.

“Person” shall mean and include an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“Property” shall mean, at any time, all property, whether real or personal, interests, assets or rights owned or held by or on behalf of the Company at such time.

“Subsidiary” shall mean means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof.

“Transfer” shall mean any sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law). The terms “Transferee,” “Transferor,” “Transferred,” and other forms of the word “Transfer” shall have the correlative meanings.

“Units” shall mean units of ownership interest in the Company into which the Members’ ownership interests in the Company are divided. The initial Units are set forth opposite each Member’s name on Schedule 1, and thereafter the Units held by a Member shall be reflected in the Unit Journal. Unless otherwise specifically stated to the contrary, references to Units herein shall mean both Common and Preferred.

10.2 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given and received on date of delivery if delivered personally or by facsimile, or on the second day after deposit in the United States mail if mailed by prepaid first-class registered or certified mail, addressed to such Member or Manager at such Member’s or Manager’s address in the records of the Company.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles. For purposes of any action or proceeding involving this agreement, each Member hereby expressly submits to the jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court’s jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

10.4 Successors and Assigns. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors and permitted assigns. Any person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all the terms, conditions and obligations of this Agreement to which its predecessor in interest was subject or bound, without regard to whether such person has executed this Agreement or a counterpart hereof or any other document contemplated hereby. No person shall have any rights or obligations relating to the Company greater than those set forth in this Agreement, and no person shall acquire an interest in the Company or become a Member except as permitted by the terms of this Agreement.

10.5 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which constitute, collectively, one and the same Agreement. In addition, this Agreement may contain more than one counterpart signature page and may be executed by the affixing of the signature of each of the Members to one of such counterpart signature pages, and all such counterpart signature pages shall be read as one and shall have the same force and effect as though all the signers had signed the same signature page.

10.6 Additional Assurances. Upon the request of the Company, each Member agrees to the extent commercially reasonable to perform all further acts and execute, acknowledge and deliver any documents which the Company deems reasonably necessary to effectuate the provisions of this Agreement.

10.7 Entire Agreement; Amendment of Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements in regard hereto. Neither the Certificate nor this Agreement may be amended or modified, except with the consent of the Supermajority, except that the Management Committee alone may effect (i) amendments to Schedule 1 from time to time to reflect changes in the Members of the Company, and (ii) non-substantive amendments needed to correct typographical errors. Notwithstanding the foregoing, this Agreement may not be amended or modified, except with the written consent of all Members, if such proposed modification or amendment will adversely affect the interests of any one Member disproportionately to other Members.

10.8 Partition. Each of the parties hereto irrevocably waives during the term of the Company any right that such party may have to maintain any action for partition with respect to the Property.

10.9 No Waiver. Failure or delay of any party in exercising any right or remedy under this Agreement, or any other agreement between the parties, or otherwise, will not operate as a waiver thereof. The express waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver will be effective unless and until it is in written form and signed by the waiving party.

10.10 Gender and Number. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

10.11 Headings. The captions in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement. References in this Agreement to any Article, Section, Paragraph, Subparagraph or Schedule are to the same contained in this Agreement.

10.12 Validity and Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the application thereof to any person or circumstance, to any extent, for any reason, shall not affect the validity, legality, or enforceability of the remainder of such provision, or any other provision hereof or the application of any provision to any other person or circumstance, and such provision under this Agreement shall be reformed to the extent necessary to effectuate the foregoing, it being intended that the rights and obligations of the parties hereto be enforceable to the fullest extent permitted by law.

10.13 No Third Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right pursuant to the provisions of this Agreement.

10.14 Conflict Waiver. Each Member acknowledges that Daniel A. DiPietro, Esq., who will be a Member of the Company and acts as counsel to the Company, prepared this Agreement at their joint request and that:

(a) each has been advised that a conflict may exist among the interests of the different Members;

(b) each has been advised by the Company's counsel to seek the advice of independent counsel;

(c) each has had the opportunity to seek the advice of independent counsel;
and

(d) each hereby waives any claim of conflict of interest arising out of, and agrees that it does not object to, the preparation of this document by Daniel A. DiPietro, Esq. on behalf of the Company.

[signature pages follow]

[Class A Unitholder Signature Page]

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of the date first set forth above.

CLASS A MEMBER

By: Grant Pickering

Name: Grant Pickering

Title: Chief Operating Officer

CLASS A MEMBER

By: David Griffiths

Name: David Griffiths

Title: Chief Executive Officer



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



184799519

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Lifted Genetics LLC
42 HOLLISTON ST
MEDWAY, MA 02053-1405

EAN: 22161800
April 01, 2020

Certificate Id:36540

The Department of Unemployment Assistance certifies that as of 4/1/2020 ,Lifted Genetics LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



CONFIDENTIAL

Lifted Genetics

Business plan
Prepared April 2019

Contact Information

David Griffiths
David.griffiths@lifted-genetics.com
(774) 217-9567

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Executive Summary

Opportunity

Business Opportunity

Legal cannabis has become the fastest growing industry in the United States, expanding throughout the country with both medical and recreational markets.

The current value of the market nationwide is over \$10 billion, and is estimated to rise higher than \$30 billion by 2024. In comparison, cannabis is poised to exceed sales of popular consumer goods such as craft beer, wine and organic food in the foreseeable future. Massachusetts on its own is predicted to be worth as much as \$1.8 billion dollars within the next five years.

Why Us?

Lifted Genetics has organized a team of highly experienced personnel to ensure that our process is done with expertise. The two founders, Grant and Dave, are highly motivated and energetic young professionals working towards their shared dream. That dream is to own and operate one of the most admired cannabis cultivation businesses in the country.

Our head grower and facility managers both have extensive knowledge that they have attained from years of involvement in Massachusetts' medical marijuana industry. During their experiences, they have worked from the ground up learning every aspect of growing top quality cannabis in a commercial setting. They know exactly what it will take to bring our company to the forefront of the quickest growing industry in Massachusetts.

With Dave's business ownership and knowledge, Grant's decade long career in Environmental Health and Safety, and our experienced cannabis team, Lifted Genetics sincerely believes we have the recipe for success.

Business Growth Plan

Lifted Genetics shall be operating under the Recreational Cultivation License. This is an eleven (11) tier system that caps the amount of grow space you may operate within. You must cultivate within each tier for a minimum of one year, then you may expand to the following tier. The tier system is as follows:

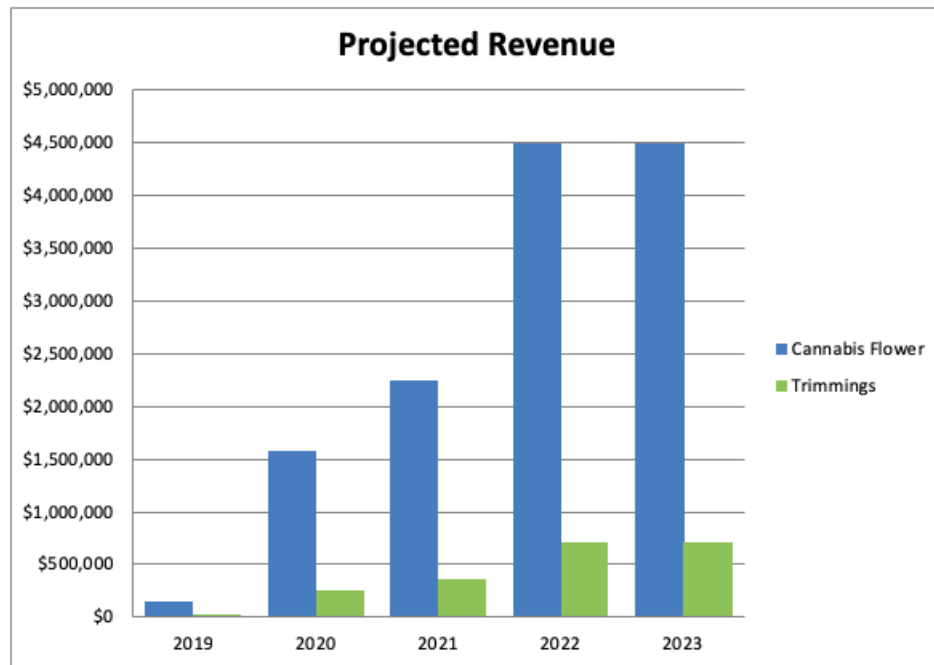
- Tier 1: up to 5,000 square feet
- Tier 2: 5,001 to 10,000 square feet
- Tier 3: 10,001 to 20,000 square feet
- Tier 4: 21,001 to 30,000 square feet
- Tier 5: 30,001 to 40,000 square feet
- Tier 6: 40,001 to 50,000 square feet
- Tier 7: 50,001 to 60,000 square feet
- Tier 8: 60,001 to 70,000 square feet
- Tier 9: 70,001 to 80,000 square feet
- Tier 10: 80,001 to 90,000 square feet
- Tier 11: 90,001 to 100,000 square feet

We shall cultivate within the first tier for the first three years before moving onto the second tier. Our first year begins with a production space of 1,000 square feet, then in year two we shall expand our grow capacity to 2,500 square feet. We will continue to operate in tier 1 for another year before expanding once again. After three years, Lifted Genetics shall be operating at 5,000 square feet and capable of producing over \$5 million in sales annually.

Financial Plan

Expectations

The majority of year one will be spent on the construction of our grow facility, yet we will still have the ability to produce and sell one harvest.



Year two we will see six harvests total, totaling 630 pounds. This allows for over \$1.8 million in sales. We project to see a small profit north of \$380,000.

Year three we start our expansion phase by doubling our grow space to 2,000 square feet, allowing us to produce 900 pounds equating to \$2.6 million in sales.

By year four we will be in full tier one operation at 5,000 square feet. We predict selling 1800 pounds totaling over \$5.2 million in sales.

Moving forward we shall continue to see steady growth by moving up through the tier system gradually but continuously. The projected sale figures are based off unit sales of \$2,500 per pound. Our production amounts are based on a conservative number of 1.5 pounds per light. It is possible to produce up to 3 pounds per light effectively doubling our sales numbers with minimal expenses incurred.

Key Financial Indicators

Projected Profit & Loss

	2020	2021	2022	2023	2024
Revenue	\$174,000	\$1,827,000	\$2,610,000	\$5,220,000	\$5,220,000
Direct Costs	\$311,068	\$609,403	\$849,011	\$1,470,009	\$1,458,601
Gross Margin	(\$137,068)	\$1,217,597	\$1,760,989	\$3,749,991	\$3,761,399
Gross Margin %	(79%)	67%	67%	72%	72%
Operating Expenses					
Salaries & Wages	\$220,000	\$296,000	\$381,440	\$446,093	\$523,444
Employee Related Expenses	\$44,000	\$52,800	\$69,760	\$82,560	\$97,897
Cultivation & Facility Equipment	\$195,180	\$34,290	\$57,150		
Construction Costs Labor (70%)	\$1,120,000				
HVAC Labor (70%)	\$350,000				
Access Control System Labor (70%)	\$105,000				
Rent	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Insurances and fees	\$31,100	\$12,000	\$15,750	\$18,500	\$21,500
Misc. Costs	\$5,000	\$56,900	\$53,400	\$79,900	\$86,700
Electric	\$20,000	\$60,000	\$80,000	\$128,000	\$128,000
Water / Sewer	\$15,000	\$45,000	\$60,000	\$96,000	\$96,000
Utilities	\$14,700	\$20,700	\$20,700	\$20,700	\$20,700
Total Operating Expenses	\$2,419,980	\$877,690	\$1,038,200	\$1,171,753	\$1,274,241
Operating Income	(\$2,557,048)	\$339,907	\$722,789	\$2,578,238	\$2,487,158
Depreciation and Amortization	\$59,015	\$62,940	\$68,315	\$68,315	\$68,315
Income Taxes	\$0	\$0	\$0	\$203,446	\$515,950
Total Expenses	\$2,790,063	\$1,523,633	\$1,894,806	\$2,808,715	\$3,156,199
Net Profit	(\$2,616,063)	\$303,367	\$715,194	\$2,411,285	\$2,063,801
Net Profit / Sales	(1,503%)	17%	27%	46%	40%

Projected Balance Sheet

	Starting Balances	2020	2021	2022	2023	2024
Cash	\$0	(\$3,415,998)	(\$2,751,341)	(\$1,864,982)	\$1,340,064	\$3,784,684
Total Current Assets	\$0	(\$3,415,998)	(\$2,751,341)	(\$1,864,982)	\$1,340,064	\$3,784,684
Long-Term Assets	\$0	\$893,750	\$926,000	\$979,750	\$979,750	\$979,750
Accumulated Depreciation	\$0	(\$59,015)	(\$121,955)	(\$190,270)	(\$258,585)	(\$326,900)
Total Long-Term Assets	\$0	\$834,735	\$804,045	\$789,480	\$721,165	\$652,850
Total Assets	\$0	(\$2,581,263)	(\$1,947,296)	(\$1,075,502)	\$2,061,229	\$4,437,534
Income Taxes Payable	\$0	\$0	\$0	\$0	\$203,446	\$515,950
Sales Taxes Payable	\$0	\$34,800	\$365,400	\$522,000	\$1,044,000	\$1,044,000
Total Current Liabilities	\$0	\$34,800	\$365,400	\$522,000	\$1,247,446	\$1,559,950
Total Liabilities	\$0	\$34,800	\$365,400	\$522,000	\$1,247,446	\$1,559,950
Retained Earnings	\$0	\$0	(\$2,616,063)	(\$2,312,696)	(\$1,597,502)	\$813,783
Earnings		(\$2,616,063)	\$303,367	\$715,194	\$2,411,285	\$2,063,801
Total Owner's Equity	\$0	(\$2,616,063)	(\$2,312,696)	(\$1,597,502)	\$813,783	\$2,877,584
Total Liabilities & Equity	\$0	(\$2,581,263)	(\$1,947,296)	(\$1,075,502)	\$2,061,229	\$4,437,534

Projected Cash Flow Statement

	2020	2021	2022	2023	2024
Net Cash Flow from Operations					
Net Profit	(\$2,616,063)	\$303,367	\$715,194	\$2,411,285	\$2,063,801
Depreciation & Amortization	\$59,015	\$62,940	\$68,315	\$68,315	\$68,315
Change in Income Tax Payable	\$0	\$0	\$0	\$203,446	\$312,504
Change in Sales Tax Payable	\$34,800	\$330,600	\$156,600	\$522,000	\$0
Change in Prepaid Revenue					
Net Cash Flow from Operations	(\$2,522,248)	\$696,907	\$940,109	\$3,205,046	\$2,444,620
Investing & Financing					
Assets Purchased or Sold	(\$893,750)	(\$32,250)	(\$53,750)		
Net Cash Flow from Investing & Financing	(\$893,750)	(\$32,250)	(\$53,750)		
Cash at Beginning of Period	\$0	(\$3,415,998)	(\$2,751,341)	(\$1,864,982)	\$1,340,064
Net Change in Cash	(\$3,415,998)	\$664,657	\$886,359	\$3,205,046	\$2,444,620
Cash at End of Period	(\$3,415,998)	(\$2,751,341)	(\$1,864,982)	\$1,340,064	\$3,784,684

Use of Funding

Using the funds raised from our investors, we will be able to develop our grow facility. The development of our facility will begin with the build out of our grow rooms. We have worked directly with our head grower to develop a floor plan that will maximize our use of floor space and allow for ease of the production process.

After the room layout has been completed we will then have our HVAC and Access Control systems installed. Each grow room will have its own closed loop system which gives us the ability to create ideal environments for our plants. For our access control we will have restricted access between the different grow areas keeping accurate logs of room activity. We will also have 24/7 monitoring of both the interior and exterior of our facility.

Once the development phase has been completed we will then install our top of the line growing equipment. By using high end grow equipment, we will be able to achieve our goals of providing top caliber cannabis.

After our facility has been constructed and equipped, we will then use the remaining funding to begin our production process. We will pull on our facility manager, head grower and a few additional members to our staff to get our first grow under way allowing for our first harvest by end of year one.

Market Analysis Summary

Market Analysis

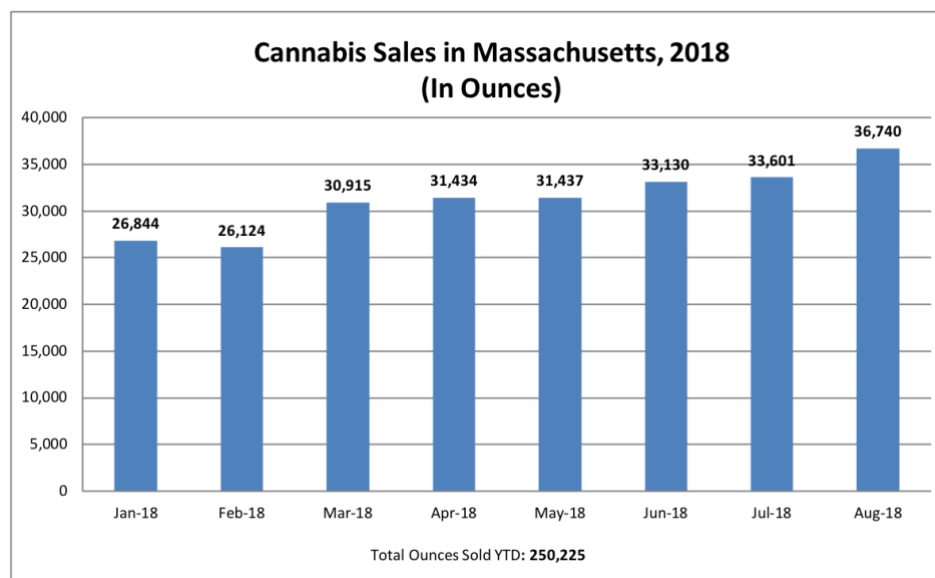
Target Market

Our target market will consist of all recreational cannabis dispensaries in the state of Massachusetts. A recent Gallup poll found that 13% of the American adult population uses cannabis on a regular basis. Massachusetts ranks as one of the top consuming states with 17.6% of its residents using cannabis on a regularly.

We shall be selling our products directly to the dispensaries who then in turn sell our product to the consumer. We will also sell our plant waste and trimmings to local manufacturing companies who produce cannabis bi-products such as edibles and concentrates.

Sales of Medical Cannabis

The sales of medical cannabis in Massachusetts have increased each month, showing steady growth month after month, year after year. Seeing this growth in the medical cannabis industry assures us that the recreational market will inevitably surpass these numbers.



Industry Compliance

Recreational cannabis use in Massachusetts will be regulated by the Cannabis Control Commission. Mr. Pickering's regulatory background will be extremely helpful with staying on top of all current and future regulations within the industry.

The laws and regulations Lifted Genetics shall adhere to:

- 935 CMR 500.000: Adult Use of Cannabis
- All Massachusetts General Laws
- Massachusetts town by-laws

Risks & Threats

Like any starting business, there are going unpredictable situations that will occur. While we cannot predict these unforeseeable situations, we will do our best to limit potential problems. By staffing our company with qualified and experienced personnel we shall limit the chances for error.

Laws and regulations are ever-changing. In this industry, this could be helpful or potentially complicate our business. We do not anticipate that the laws will change in a negative sense, but it is a situation that we need to be aware of.

As with any business, there will competition found from local companies. We plan to stand out from our competitors by continuously striving to provide only the finest of products, making sure that quality is always our main focus.

Products & Services

What We Offer

We will always have a few options of cannabis to choose from:

- Sativa strains
- Indica strains
- and hybrids of the two.

This will be sure to meet everyone's needs. On top of our standard lists of industry favorites, we shall provide a few new stains on an ever-changing menu. Customers will look forward to new Lifted Genetics strain that hit the market!

Besides our killer cannabis strains, we will also profit through our trimming process. Once the cannabis is trimmed, the leaves, (also known as sweet leaf and fan leaves) can be collected and sold to companies whom make marijuana infused products. This shall benefit us financially while also creating connections throughout the cannabis industry for further expansion.

Looking into the Future

Lifted Genetics shall always be looking for new ways to provide the best possible products and services. Some future services we plan to pursue include:

- Opening our own dispensary
- Expanding our cultivation operations to additional facilities
- MIPs (Marijuana Infused Products) such as baked goods, cannabis concentrates, and other goodies
- Delivery services

Management Summary

Lifted Genetics Team

Dave Griffiths

- Dave is co-founder, President and Chief Executive Officer at Lifted Genetics. His responsibilities include developing and implementing company strategies, making major corporate decisions and managing the overall operations of the company.
- Dave has had a number of management roles thus far in his business career. Dave served as assistant manager for Wood Pro Inc. where he performed such tasks as scheduling, placing and tracking inventory orders as well as handled in house sales. Dave was franchise manager for College Pro Painting New England division, where he received such awards as, "Rookie Manager of the Year," "Excellence Manager," and "Presidents Award." His most recent accomplishment, founding and operating Paint Pro New England. Within the first six years of operation Dave has grown his business from a \$50,000 a year company to a \$600,000+ a year company, surpassing \$1 million in total sales and consistently producing year after year growth. Dave has accomplished this by creating excellent employee relations and providing superior customer service.
- Dave graduated from Keene State College with a B.S in Business Management as well as minoring in Safety and Occupational Applied Sciences.

Grant Pickering

- Grant is co-founder, Vice President and Chief Operating Officer at Lifted Genetics. His responsibilities include overseeing all facets of company activities, and working with management and staff to implement operational and growth strategies. Prior to Lifted Genetics, Grant was an Environmental Health & Safety Manager for major companies including the Massachusetts Bay Transit Authority (MBTA) and Newport News Shipbuilding in Newport News, VA. Grant has years of experience working directly with regulatory agencies such as the EPA, OSHA, FDA, and local fire department personnel.
- Grant graduated from Keene State College with a B.S. in Safety and Occupational Health Applied Sciences

Matt Lowther

- Matt is Lifted Genetics Cultivation Manager. It is his responsibility to oversee the facilities daily operations. He will have oversight of all aspects of the business operations. Years of managerial experience has given Matt the skills he will need to ensure for company success.
- Matt has been in a managerial role for over 8 years now. He spent six years as a manager in the restaurant industry where he was in charge of scheduling, inventory, hiring/training, keeping finances, local sales marketing and managing. Matt is currently a top manager for the largest medical marijuana grow facility in Massachusetts. He has direct oversight of the 80,000 square foot facility being in charge of over 100 employees and handles such tasks as on-boarding, training, inventory tracking, employee relations, HVAC and irrigation control and much more.
- Matt worked his way up to his current position in less than three years. He was able to achieve this goal due to his strong interpersonal skills, ability to adapt to variables and his solid communication skills. Matt's ability to consistently progress and desire to be part of Lifted Genetics' team is going to help ensure for sustainable success.

Mike Griffiths

- Mike is Lifted Genetics head grower. His responsibilities include the oversight of the entire grow process. Closely working with all teams to ensure that we are producing only the highest in quality cannabis.
- Mike currently is working for a leading medical marijuana business in Massachusetts. He has advanced throughout his company learning every aspect needed to run a successful grow facility.
- Mike started out in the harvest department where he quickly became one of the most efficient and productive trimmers. Within this role Mike learned the steps needed in to harvest, trim, dry, cure, and store cannabis. From there, Mike moved up into a cultivator position where he then learned all aspects and phases of cannabis cultivation. Mike is responsible for research and development, testing new products and growing techniques in order to find the most productive and cost-efficient ways of producing cannabis. Mike currently is a licensed pesticide applicator within the integrated pesticide management department (IPM). Here he is responsible for preventing, controlling, and eliminating the presence of molds and pests.



Lifted Genetics, LLC
42 Holliston St. Medway, MA 02053
774.217.9567 / 207.205.1226

Plan for Obtaining Liability Insurance

Lifted Genetics LLC ("Lifted Genetics") plans to contract with Almeida & Carlson to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. This policy deductible will be no higher than \$5,000 per occurrence. Lifted Genetics will consider additional coverage based on availability and cost/benefit analysis. If adequate coverage is unavailable at a reasonable rate, Lifted Genetics will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Lifted Genetics will keep reports documenting compliance with 935 CMR 500.105(10).

Maintenance of Financial Records

Lifted Genetics, LLC (“LG”) will assure financial record procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana, in particular 935 CMR 500.105(9)(e).

LG financial records will be maintained in accordance with generally accepted accounting principles.

Financial records, which shall include manual or computerized.

Financial records include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with LG

Daily sales records produced using an authorized seed-to-sale vendor are printed daily to show all debit and cash transactions. Additionally debit processing reports are printed daily, and cross-verified against the daily sales report.

All LG financial records will be available for inspection by the Commission, upon request. In the event LG closes, all financial records will be kept for at least two years at the expense of LG in accordance with 935 CMR 500.105(9)(g). Financial records will be maintained in a form and location acceptable to the Commission. Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) AND 935 CMR 140(6)(e).

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Lifted Genetics, LLC (“LG”) does not seek to participate in the Medical Use of Marijuana Program at this time.

QUALIFICATIONS AND TRAINING

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

Qualifications

1. In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older.
2. The candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.
3. LG will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802.
4. In the event that LG discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and LG will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

1. As required by 935 CMR 500.105(2), and prior to performing job functions, each of LG’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function.
2. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.
3. All of LG’s current Owners, managers, and employees involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”.
4. Once LG is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired.
5. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.
6. LG will also encourage employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance.
7. LG’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

8. As part of the Responsible Vendor Training Program, LG's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:
 - a. Marijuana's effect on the human body, including:
 - i. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product
 - ii. The amount of time to feel impairment
 - iii. Visible signs of impairment
 - iv. Recognizing signs of impairment
 - b. Diversion prevention and prevention of sales to minors, including best practices:
 - i. Compliance with all tracking requirements;
 - ii. Acceptable forms of identification, including:
 1. How to check identification;
 2. Spotting false identification;
 3. Common mistakes made in verification
9. Other key state laws and rules affecting Owners, managers, and employees, including:
 - a. Local and state licensing and enforcement
 - b. Incident and notification requirements
 - c. Administrative and criminal liability
 - d. License sanctions
 - e. Waste disposal
 - f. Health and safety standards
 - g. Patrons prohibited from bringing marijuana onto licensed premises
 - h. Permitted hours of sale
 - i. Conduct of establishment
 - j. Permitting inspections by state and local licensing and enforcement authorities
 - k. Licensee responsibilities for activities occurring within licensed premises
 - l. Maintenance of records
 - m. Privacy issues
 - n. Prohibited purchases and practices.

Record-Keeping Procedures

Lifted Genetics, LLC (“LG”) will assure record-keeping procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana. All LG Records will be available for inspection by the Commission, upon request. In the event LG closes, all records will be kept for at least two years at the expense of LG. Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

- Personnel Records
- Financial Records
- Inventory Records
- Operating Procedures
- Business Records
- Waste Disposal Records

1. Personnel Records

- a. LG personnel records include, job descriptions for each employee and volunteer position, well an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with LG and will include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. Job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - iv. Documentation of periodic performance evaluations;
 - v. Record of any disciplinary action taken;
 - vi. notice of completed responsible vendor and eight-hour related duty training.
 - vii. All background check reports obtained in accordance with 935 CMR 500.030.
 - viii. Additionally, LG has developed a staffing plan that demonstrates accessible business hours and safe cultivation conditions;

2. Financial Records

- a. LG financial records will be maintained in accordance with generally accepted accounting principles.
- b. Financial records, which shall include manual or computerized.
- c. Financial records include:
 - i. Assets and liabilities;
 - ii. Monetary transactions;

- iii. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- iv. Sales records including the quantity, form, and cost of marijuana products;
- v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with LG

3. Inventory Records

- a. LG will not commence operations until approval from the Commission, subject to the limitations in 935 CMR 500.140(10). LG will assure to follow laws governing taxation in the Commonwealth, including, but not limited to, the laws regarding taxation, filing audit and seizure.
- b. LG will continue to utilize real-time seed-to-sale inventory tracking methodology. LG will utilize Seed-to-Sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:
 - i. Marijuana seeds
 - ii. Marijuana plants in any phase of development such as propagation, vegetation, and flowering
 - iii. All marijuana products
 - iv. All damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal
- c. LG will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of cultivation, and finished, stored marijuana. LG will conduct monthly inventory reviews in the process of cultivation and finished, stored marijuana. LG will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory.
- d. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- e. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

4. Operating Procedures

- a. LG will have and follow a set of detailed written operating procedures in full compliance with 935 CMR 500.000. Each LG location will have its own set of applicable procedures on site.
- b. At a minimum, procedures will include:
 - i. Security measures in compliance 935 CMR 500.100
 - ii. Employee security policies, including personal safety and crime prevention techniques
 - iii. Description of hours of operation and after-hours contact information provided to the Commission and appropriate law enforcement officials upon request
 - iv. Storage procedures in compliance with 935 CMR 500.105(11)

- v. Description of various strains of marijuana LG will cultivate, process or sell, and the forms in which we will sell such marijuana
- vi. Procedures for accurate record keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9)
- vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
- viii. Staffing Plan and staffing records in compliance with 935 CMR 500.105(9)
- ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
- x. Alcohol, smoke, and drug-free workplace policies
- xi. Plan describing how confidential information is maintained and handled
- xii. Policy for the immediate dismissal of a LG agent who has:
 - 1. Diverted marijuana, which will be reported to appropriate law enforcement officials and to the Commission
 - 2. Engaged in unsafe practices with regard to operations of LG facilities, which will be reported to the Commission
 - 3. Been convicted or entered a guilty plea, pleas of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction or a military, territorial, or Native American tribal authority.
 - 4. List of all board members and executives of LG, and members, if any, of LG will be made available upon request by any individual.
 - 5. Cash Handling policies and procedures including storage, collection frequency, and transport to financial institutions.
 - 6. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
 - 7. Policies and procedures for energy efficiency and conservation
 - 8.

5. Business Records

- a. Business records may be computerized or manual.
- b. Records will include:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products;
 - v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with LG.

6. Waste Disposal Records

- a. LG will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.

Restricting Access to 21 or Older

1. Lifted Genetics, LLC (“LG”) will only employ Marijuana Establishment Agents for our Cultivation and Processing and Manufacturing location who are 21 years of age or older, pursuant to 935 CMR 500.002.
2. Pursuant to 935 CMR 500.110(1)(a)-(o), LG will implement sufficient safety measures to prevent unauthorized entrance into the LG facility and theft of marijuana from occurring, including limiting access to those 21 years of age or older.
3. LG will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4).
 - a. Identification badges will be required to be worn at all times by LG employees while at the facility or engaged in transportation.
 - b. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times.
 - c. Visitors shall be logged in and be escorted while at the LG facility.

DIVERSITY PLAN SUMMARY

Governed by 935 CMR 500.101(1)(c)(8)(k)

Overview

Lifted Genetics, LLC (“LG”) believes in creating and sustaining a robust policy of inclusivity and diversity and recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. In furtherance of this commitment, LG is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as minorities, women, veterans, people with disabilities, and LGBTQ+. To support such populations, LG has created a Diversity Plan, summarized below, and has identified and created goals, programs and measurement techniques to promote equity in LG’s operations.

Goals

In order to promote equity for the above-listed groups in its operations, LG has established the following goals:

1. Increase the number of LG employees falling into the above-listed demographics by hiring 30% women, 10% veterans and 10% persons with disabilities so that a total of 50% of its employees identify from diverse backgrounds; and
2. Provide tools to ensure their success.

Programs

LG will implement the following two-part program to ensure success of the Plan:

1. **Recruitment and Sourcing:** LG’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants. LG shall hire 30% women, 10% veterans and 10% persons with disabilities so that a total of 50% of its employees identify from diverse backgrounds as identified by the Commission. Measures that LG will take include:
 - a. Advertising employment opportunities and career fairs at least once whenever a job becomes available. Advertisements will be placed in diverse publications or other mediums including bilingual newspapers; networking groups for those who identify as women, veterans, and people with disabilities; and posting job options on public boards.
 - b. Advertising employment opportunities and career fairs with organizations serving women, veterans, and persons with disabilities for employment referrals whenever a job becomes available;
 - c. Providing briefings to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
 - d. Encouraging employees from diverse groups to refer applicants for employment;
 - e. Participating in or hosting job fairs with a focus on attracting individuals falling into the above-listed demographics; and
 - f. LG will host at least one (1) job fair annually in the Town of Hopedale and advertise in diverse print and online publications in Worcester County.

2. **Employee Retention, Training and Development:** A critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. LG's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees. Measures that LG will take include:
 - a. Offer promotions, career counseling, and biannual training to provide employees with opportunity for growth and to decrease turnover.
 - b. Ensure all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions.
 - c. Provide biannual employee educational trainings to ensure all employees receive equal opportunity for career counseling, advancement opportunities, and career development training. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as NECANN Expo.
 - d. The biannual training program will include diversity awareness training for all employees including upper management.

Measurements

The Director of Human Resources at LG will be responsible for auditing the Diversity Plan annually. The progress of the plan will be documented annually at renewal of provisional licensure. The audit report setting forth LG's performance in fulfilling the goals of the Plan will contain:

1. **Hiring Initiative:**
 - a. Number of employees identifying as women, veterans and persons with disabilities compared to the total number of employees to ensure we are meeting our target hiring goals;
 - b. Number of promotions for people falling into the above-listed demographics since initial licensure; and
 - c. Number of postings in diverse and general publications with supporting documentation.
2. **Employee Training:**
 - a. Number and content of educational trainings held for employees; and
 - b. Results of surveys from program participants.

Disclosures

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

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

Personnel Policies Summary, Including Background Checks

Governed by 935 CMR 500.105

Lifted Genetics, LLC (“LG”) will assure personnel policies meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult Use of Marijuana:

1. LG will apply for registration for all of our board members, directors, employees, executives, managers, and associated volunteers.
2. Each individual determined to be suitable for registration will be issued a registration card. Registration card is required visibly displayed at all times individuals are on LG facility property or transporting marijuana product.
3. All such individuals will be 21 years of age or older; not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.802.
4. Personnel Policies will be given to each individual upon hiring, or before. Policies include, but are not limited to:
 - a. Limitations on associated individuals’ authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - b. Equal opportunity employer policy
 - c. Freedom from harassment and discrimination policy
 - d. Sexual harassment prevention policy
 - e. American with disabilities act and state laws equivalents
 - f. Open door policy
 - g. Alcohol, smoke and Drug-free workplace policies
 - h. Health insurance portability and accountability act of 1996
 - i. Electronic communications media use policy
 - j. Social media policy
 - k. Severe weather and emergency conditions policy
 - l. How confidential information is maintained
5. LG’s Alcohol, Smoke & Drug Free Workplace Policy in accordance with 935 CMR 500.105(1)(k) will include the following: Employees are not allowed to smoke, be intoxicated, possess or use legal or illegal drugs or alcohol at the workplace or any location during their shift. Any violation of this policy will result in disciplinary action, up to and including termination.
6. LG will maintain a plan describing how Confidential Information and other records required to be maintained confidentially will be maintained pursuant to 935 CMR 500.105(1)(l).

7. Pursuant to 935 CMR 500.105(1)(m), LG will maintain a policy ensuring that immediate dismissal will occur for any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
8. In accordance with 935 CMR 500.105(2), all current owners, managers and employees of LG that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling, or handling marijuana may participate voluntarily.
9. LG will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, and key state and local laws.
10. All LG employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by LG and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).
11. LG’s Staffing and Recordkeeping Plans shall remain in compliance with 935 CMR 500.105(9). LG’s records shall be available for inspection by the Commission, on request. The financial records of LG shall be maintained in accordance with generally accepted accounting principles. Written records that will be maintained and available for inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - (a). Written Operating Procedures as required by 935 CMR 500.105(1);
 - (b). Inventory Records as required by 935 CMR 500.105(8);
 - (c). Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105(8)(e);
 - (d). The following personnel records:
 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

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

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. 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;
- e. Documentation of periodic performance evaluations;
- f. A record of any disciplinary action taken; and
- g. Notice of completed responsible vendor and eight-hour related duty training.

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

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

(e). Business records, which shall include manual or computerized records of:

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

(f). Waste disposal records as required under 935 CMR 500.105(12);

(g). Responsible Vendor Training program compliance records;

(h). Vehicle registration, inspection and insurance records; and

(i). Following closure of LG, all records will be kept for at least two years at LG's expense and in a form and location acceptable to the Commission. All records will be securely held and maintained.

Quality Control and Testing of Product Summary

Governed by 935 CMR 500.105

Lifted Genetics, LLC. (“LG”) will assure quality control and testing policies meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult Use of Marijuana.

1. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, pursuant to 935 CMR 500.160.
2. Testing of marijuana products will be performed by MCR Labs, an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016..
3. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
4. Testing Laboratories will attest to complying with storage requirements of 935 CMR 500.105(11).
5. All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the cultivation facility for disposal, or by the Independent Testing Laboratory disposing of it directly.
6. Disposal by the testing laboratory is the preferred method to reduce risk associated with transportation of product.
7. Testing of environmental media (*e.g.*, soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). If a new version is developed, or if the Commission develops their own standards, such applicable standards will be followed. All testing results will be maintained by LG for no less than one year in accordance with 935 CMR 500.160(3).
8. LG will have, and follow, a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable limits established in 935 CMR 500.160(1).
 - a. The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch.
 - b. The notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. All testing results will be retained for no less than one year. Seeds will not subject to these testing procedures, however, clones are subject to these testing provisions, excluding testing for metals.
9. Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.
10. Pursuant to 935 CMR 500.105(11)(a)-(e), LG will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

11. LG will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed.
12. LG storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The LG storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.
13. Marijuana will be handled in a safe and sanitary manner. LG will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - a. Well cured and generally free of seeds and stems;
 - b. Free of dirt, sand, debris, and other foreign matter;
 - c. Free of contamination by mold, rot, other fungus, and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food* and 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 - d. Prepared and handled on food-grade stainless steel tables with no contact with bare hands; and
 - e. Packaged in a secure area.
14. All agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in 105 CMR 300.000.
15. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated.
16. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
17. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
18. Litter and waste shall be properly removed and disposed of so as to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
19. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
20. Adequate safety lighting shall be installed in all processing and storage areas as well as areas where equipment or utensils are cleaned.
21. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
22. All contact surfaces, including utensils and equipment, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination using a sanitizing agent registered by the US EPA, in accordance with labeled instructions. Equipment and utensils shall be so designated and of such material and workmanship as to be adequately

cleanable.

23. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. Any intended or actual use of toxic items will be demonstrated upon request.
24. Water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet LG's needs.
25. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the establishment. Plumbing shall properly convey sewage and liquid disposable waste from the establishment. There shall be no cross-connections between potable and wastewater lines.
26. LG shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
27. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
28. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.