Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283091

Original Issued Date: 03/17/2021

Issued Date: 03/17/2021

Expiration Date: 03/17/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Regenerative LLC

Phone Number: 508-498-4838 **Email Address:** craigw@regenerativellc.com

Business Address 1: 30 Noonan Way (formerly known as 1035 Quaker Hwy) **Business Address 2:**

Business City: Uxbridge **Business State:** MA **Business Zip Code:** 01569

Mailing Address 1: 679 Washington St Ste8 #177 **Mailing Address 2:**

Mailing City: Attleboro **Mailing State:** MA **Mailing Zip Code:** 02703

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: 33.4 **Percentage Of Control:** 33.4

Role: Executive / Officer **Other Role:**

First Name: Craig **Last Name:** Willett **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: German - Irish

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.3 **Percentage Of Control:** 33.3

Role: Executive / Officer **Other Role:**

First Name: Mikhail **Last Name:** Glazomitskiy **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: Russian

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.3 **Percentage Of Control:** 33.3

Role: Executive / Officer **Other Role:**

First Name: Atul **Last Name:** Patel **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Asian Indian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Craig **Last Name:** Willett **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $60000 **Percentage of Initial Capital:** 33.3

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Atul **Last Name:** Patel **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $60000 **Percentage of Initial Capital:** 33.3

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Mikhail **Last Name:** Glazomitskiy **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $60000 **Percentage of Initial Capital:** 33.3

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Noonan Way (formerly known as 1035 Quaker Hwy)

Establishment Address 2:

Establishment City: Uxbridge **Establishment Zip Code:** 01569

Approximate square footage of the Establishment: 53837 **How many abutters does this property have?:** 7

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

Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Single Page.pdf	pdf	5f88e0f0682eef3980ba3456	10/15/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5f88e0fd88d19a399a5c977d	10/15/2020
Community Outreach Meeting Documentation	COM Attestation Signed.pdf	pdf	5f88e106289aef393bc4f1b1	10/15/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5f88e114a0fb0939041fc317	10/15/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5f88e11c575a8a3925742dcc	10/15/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning and Ordinances.pdf	pdf	5f985e1e75aac308359aaab4	10/27/2020

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	Regenerative LLC Community Legal Aid Pledge letter.pdf	pdf	5f88e25b2e6b2a39ace11bfe	10/15/2020
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5f88f6afd4b816396368bf3e	10/15/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:**

First Name: Craig **Last Name:** Willett **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer **Other Role:**

First Name: Mikhail **Last Name:** Glazomitsky **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Executive / Officer **Other Role:**

First Name: Atul **Last Name:** Patel **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	Regenerative Certificate of Organization.pdf	pdf	5f88e5922e6b2a39ace11c0c	10/15/2020
Department of Revenue - Certificate of Good standing	Regenerative LLC - Mass DOR - Certificate of Good Standing.PDF	pdf	5f88e599d4b816396368bf10	10/15/2020
Secretary of Commonwealth - Certificate of Good Standing	Regenerative LLC - Secretary of State - Certificate of Good Standing.PDF	pdf	5f88e5a4e2cc3d396a454aaa	10/15/2020
Bylaws	Regenerative LLC Operating Agreement Executed-compressed.pdf	pdf	5f88e5b2682eef3980ba346a	10/15/2020
Bylaws	Unemployement DUA Attestation.pdf	pdf	5f88e5cf575a8a3925742dd9	10/15/2020

No documents uploaded

Massachusetts Business Identification Number: 001449557

Doing-Business-As Name:

DBA Registration City: Attleboro

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	REGENERATIVE_LLC_-_Letter_of_Intent_to_Bind_Coverage.pdf	pdf	5f88e64dcdad0b38f56c0740	10/15/2020

Proposed Timeline	Proposed Timeline Indoor.pdf	pdf	5f985f41edc7d60856d95019	10/27/2020
Business Plan	Regenerative LLC Business Plan v10.20.pdf	pdf	5f985fe13bf49c082a423fa8	10/27/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Policies and Procedures for Cultivating.pdf	pdf	5f88e6ba6cf7c8390bb98f07	10/15/2020
Separating recreational from medical operations, if applicable	Seperate Medical from Recreational.pdf	pdf	5f88e6d2575a8a3925742de3	10/15/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older Plan.pdf	pdf	5f88e6e02cbdc9391a80ad1d	10/15/2020
Security plan	Security Plan.pdf	pdf	5f88e6ed2b592b392cb810b1	10/15/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f88e7002e6b2a39ace11c13	10/15/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5f88e710d4b816396368bf18	10/15/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5f88e721e2cc3d396a454ab0	10/15/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5f88e72f6cf7c8390bb98f0b	10/15/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5f88e73f575a8a3925742de7	10/15/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5f88e74c2cbdc9391a80ad21	10/15/2020
Personnel policies including background checks	Personnel Policies.pdf	pdf	5f88e75a2b592b392cb810b5	10/15/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5f88e774d4b816396368bf1c	10/15/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5f88e784e2cc3d396a454ab4	10/15/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5f88e7de575a8a3925742deb	10/15/2020
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	5f88e7ed88d19a399a5c978c	10/15/2020
Diversity plan	Diversity Plan.pdf	pdf	5f926e4c57d9d707ee4d5559	10/23/2020

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 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

Notifcation:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:** Open 24 Hours
Tuesday From: Open 24 Hours	**Tuesday To:** Open 24 Hours
Wednesday From: Open 24 Hours	**Wednesday To:** Open 24 Hours
Thursday From: Open 24 Hours	**Thursday To:** Open 24 Hours
Friday From: Open 24 Hours	**Friday To:** Open 24 Hours
Saturday From: Open 24 Hours	**Saturday To:** Open 24 Hours
Sunday From: Open 24 Hours	**Sunday To:** Open 24 Hours

DocuSign Envelope ID: CDCEEFB9-0C8D-43A5-9402-9A5FFB883C16

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

   Regenerative LLC

2. Name of applicant's authorized representative:

   Craig Willett - President

3. Signature of applicant's authorized representative:

   DocuSigned by:
   Craig Willett - President
   BD5E2A9C77AB4AE...

4. Name of municipality:

   Town of Uxbridge

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

   Steven Sette

DocuSign Envelope ID: CDCEEFB9-0C8D-43A5-9402-9A5FFB883C16

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



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

ssette@uxbridge-ma.gov

8. Host community agreement execution date:

7/15/20

Regenerative, LLC

August 17th, 2020

To whom it may concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/1/20 at 6pm at Blissful Meadows Golf Club (801 Chocolog Rd Uxbridge, MA 01569). The proposed Indoor Cultivation, Outdoor Cultivation, Transporter and Manufacturing Facility is anticipated to be located at 1035 Quaker Hwy Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

If there are any questions or further requests please do not hesitate to contact me at my contact information below.

Sincerely,

Misha Glazomitsky

Misha Glazomitsky
CFO
Regenerative, LLC
508-498-4838
MishaGlazomitsky@gmail.com
365 Kilburn St
Fall River, MA 02724

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 9/1/20 at 6PM

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 8/17/20

    b. Name of publication: Telegram &

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

    a. Date notice filed: 8/17/20

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

    a. Date notice(s) mailed: 8/17/20

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

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Regenerative LLC

Name of applicant's authorized representative:

Mikhail Glazomitskiy

Signature of applicant's authorized representative:

Mikhail Glazomitsky

Digitally signed by Mikhail Glazomitsky
DN: C=US, O="Regenerative, LLC", CN=Mikhail Glazomitsky, E=mishaglazomitsky@gmail.com
Reason: I am the author of this document
Location: your signing location here
Date: 2020-09-02 22:53:27
Foxit Reader Version: 9.7.1

LEGAL NOTICES

PUBLIC HEARING NOTICE
Zoning Board of Appeals
60 Wall Street (MBL 04-011-09+10)

Wall Street Rentals Realty Trust has applied to the Zoning Board of Appeals seeking the following from the requirements of the Worcester Zoning Ordinance (ZB-2020-014):
Special Permit: To modify parking, loading requirements, dimensional requirements, layout, and/or the number of required spaces and/or landscaping requirements (Article IV, Section 7)
Variance: For relief from the minimum lot area dimensional requirement for a single-family attached dwelling in an RG-5 Zone (Article IV, Section 4, Table 4.2)
Presently on the premises is a vacant lot. The property is located within an RG-5 (Residence, General) zoning district. The applicant seeks to construct a single-family attached dwelling (with a total of 4 dwelling units), and to conduct associated site work.
A public hearing on this application will be held on **Monday, August 24, 2020 at 6:00 PM.** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order, as amended, imposing strict limitation on the number of people that may gather in one place, this meeting of the Worcester Zoning Board of Appeals will be conducted via **remote participation.**
Members of the public may view the meeting live from the City Website at www.worcesterma.gov/video-on-demand. Most meetings are also broadcast on the local government cable channel (Spectrum Channel 192). Public participation will be facilitated through a call-in number, **415-655-0001 (Access Code: 160 884 7670).** While no in-person attendance will be permitted, every effort will be made to ensure that the public can adequately access the proceedings in real time using technological means. In addition, a video recording, or other record of proceedings will be posted at www.worcesterma.gov soon after the meeting. If you have difficulty accessing the call, please e-mail planning@worcesterma.gov.
For more information concerning this application, to view application materials or the meeting agenda, or **to submit comments** in advance of the hearing, contact the Planning Division at planning@worcesterma.gov (preferred) or (508) 799-1400 x 31440. Application materials may also be viewed on the City's website at http://www.worcesterma.gov/planning-regulatory/boards/zoning-board-of-appeals.
The Zoning Board of Appeals is committed to ensuring that its public meetings are accessible to all. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please contact the Planning Division in advance of the scheduled meeting.

Worcester Zoning Board of Appeals
c/o Division of Planning & Regulatory Services
planning@worcesterma.gov (preferred)
(508) 799-1400 x 31440
August 10, 2020 & August 17, 2020

PUBLIC HEARING NOTICE
Zoning Board of Appeals
65 Parsons Hill Drive (MBL 56-018-00025)

Nicholas and Claudette Sefakis have applied to the Zoning Board of Appeals seeking the following from the requirements of the Worcester Zoning Ordinance (ZB-2020-038):

Variance: For relief from the minimum front-yard setback dimensional requirement in an RL-7 Zone (Article IV, Section 4, Table 4.2)
Presently on the premises is a single-family detached dwelling, with associated site improvements. The property is located within an RL-7 (Residence, Limited) zoning district. The applicant seeks to construct an open-air porch and conduct related site work.
A public hearing on this application will be held on **Monday, August 24, 2020 at 6:00 PM.** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order, as amended, imposing strict limitation on the number of people that may gather in one place, this meeting of the Worcester Zoning Board of Appeals will be conducted via **remote participation.**
Members of the public may view the meeting live from the City Website at www.worcesterma.gov/video-on-demand. Most meetings are also broadcast on the local government cable channel (Spectrum Channel 192). Public participation will be facilitated through a call-in number, **415-655-0001 (Access Code: 160 884 7670).** While no in-person attendance will be permitted, every effort will be made to ensure that the public can adequately access the proceedings in real time using technological means. In addition, a video recording, or other record of proceedings will be posted at www.worcesterma.gov soon after the meeting. If you have difficulty accessing the call, please e-mail planning@worcesterma.gov.
For more information concerning this application, to view application materials or the meeting agenda, or **to submit comments** in advance of the hearing, contact the Planning Division at planning@worcesterma.gov (preferred) or (508) 799-1400 x 31440. Application materials may also be viewed on the City's website at http://www.worcesterma.gov/planning-regulatory/boards/zoning-board-of-appeals.
The Zoning Board of Appeals is committed to ensuring that its public meetings are accessible to all. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please contact the Planning Division in advance of the scheduled meeting.

Worcester Zoning Board of Appeals
c/o Division of Planning & Regulatory Services
planning@worcesterma.gov (preferred)
(508) 799-1400 x 31440
August 10, 2020 & August 17, 2020

NOTICE IS HEREBY GIVEN THAT A COMMUNITY OUTREACH MEETING FOR A PROPOSED MARIJUANA ESTABLISHMENT IS SCHEDULED FOR 9/1/20 AT 6PM AT BLISSFUL MEADOWS GOLF CLUB (801 CHOCOLOG RD UXBRIDGE, MA 01569).

The proposed Indoor Cultivation, Outdoor Cultivation, Transporter and Manufacturing Facility is anticipated to be located at 1035 Quaker Hwy Uxbridge, MA 01569.

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

Town of Webster Planning Board
Public Meeting Notice

In accordance with Chapter 570 - Stormwater Management of the Town of Webster General Bylaws, the Webster Planning Board will hold a public meeting on a Stormwater Permit application for the purposes of stabilizing a previously disturbed site at 0 Douglas Road (Assessor IDs A-8-3 and A-8-4). The application was submitted by Guaranteed Builders and Developers, Inc., 14 West Street, Douglas, MA 01516 (Applicant / Owner). Said site is located in an Agricultural Single Family Residential (ASFR) and Lake Protection Watershed (LWP) zoning districts.

The public hearing will be held on Monday, August 24, 2020 at 6:30 p.m. in the Selectmen's Meeting Room, 2nd Floor, at the Webster Town Hall, 350 Main Street, Webster, MA. Anyone interested or wishing to be heard should appear at the time and place designated. Please be advised that the format of the meeting will be designed to meet the requirements set forth by the State's phased reopening plan. More details will be published as part of the meeting agenda which will be posted within 48 hours of the meeting date in accordance with State law. All Planning Board agendas can be viewed on the Town's website (www.webster-ma.gov). Face masks are required and must be worn by anyone visiting Webster Town Hall.

All materials associated with this application are available for public review in the Webster Planning Department located in the Webster Town Hall at 350 Main Street, Webster, MA during regular business hours and by appointment only. Project information and a public comment form can be found on the Planning Board webpage on the Town of Webster website (www.webster-ma.gov).

For the Webster Planning Board
Ann Morgan, Director of Planning & Economic Development
August 10, 17, 2020

Public Hearing Notice

Northborough Zoning Board of Appeals

In accordance with the provisions of MGL Chapter 40A, Section 9, the Northborough Zoning Board of Appeals will hold public hearings on Tuesday, August 25, 2020 at 6:00pm to consider the following hearings.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Provisions of the imposing strict limitations on the number of people that they may gather in one place, this meeting of the Northborough Zoning Board of Appeals will be conducted via remote participation to the greatest extent possible. To participate in the public comment portions of this meeting go to:

Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join. https://town-northborough-ma-us.zoom.us/j/837 8733 7396

Password: 381674
Description: Zoning Board of Appeals Regular Meeting

Or join by phone:
Dial(for higher quality, dial a number based on your current location(:

1 646 876 9923
Webinar ID: 837 8733 7396
Password: 381674
International numbers available: https://town-northborough-ma-us.zoom.us/u/kdSln9qCkn

6:00pm
To consider the petition of David Crowley for a Variance/Special Permit to construct a 1-car garage that will be attached to the existing single-family home, on the property located at 1 Rustic Drive, Map 93, Parcel 10; in the Residential C District and Groundwater Protection Overlay District Area 1

To consider the petition of NB Real Estate, LLC, for a Variance/Special Permit/Special Permit with Site Plan Approval/Special Permit, Groundwater Protection Overlay District, to allow partial demolition of the existing building, and to replace it with a new building that will be, approximately, in the existing footprint, on the property located at 56 Hudson Street, Map 54 Parcel 84, in the Downtown Neighborhood District and Groundwater Protection Overlay District Area 3

Mark Rutan, Clerk
August 10, 2020 & August 17, 2020

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

Docket No. WO20P2077EA

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Laura F. Loughlin
Date of Death: 03/27/2020

To all interested persons: A Petition for **Formal Probate of Will with Appointment of Personal Representative** has been filed by: **Stephen J. Moreland, Jr.** of **North Grafton, MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that: S**tephen J. Moreland, Jr.** of **North Grafton, MA** be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in **an unsupervised** administration.
IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 09/01/2020.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.
UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.
WITNESS, Hon. Leilah A Keamy, First Justice of this Court.
Date: August 04, 2020

Stephanie K. Fattman, Register of Probate
August 17, 2020

PUBLIC HEARING NOTICE
Zoning Board of Appeals
92 Grand Street (MBL 07-004-00012)

92 Grand Street Commons, LLC has applied (ZB-2020-040) to the Zoning Board of Appeals seeking a six month extension of time for the following relief, previously approved by the Board with final action taken on August 13, 2019:

Variance: For relief from the minimum parking requirements in a RG-5 Zone (Article IV, Section 7, Table 4.4)

Presently on the premises is a vacant, partially paved lot. The property is located within an RG-5 (Residence, General) zoning district and within an Adaptive Re-use Overlay District (AROD). The applicant seeks to construct a mixed use development, consisting of 48 residential dwelling units and commercial/retail space, and to conduct associated site work.

A public hearing on this application will be held on **Monday, August 24, 2020 at 6:00 PM.** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order, as amended, imposing strict limitation on the number of people that may gather in one place, this meeting of the Worcester Zoning Board of Appeals will be conducted via **remote participation.**

Members of the public may view the meeting live from the City Website at www.worcesterma.gov/video-on-demand. Most meetings are also broadcast on the local government cable channel (Spectrum Channel 192). Public participation will be facilitated through a call-in number, **415-655-0001 (Access Code: 160 884 7670).** While no in-person attendance will be permitted, every effort will be made to ensure that the public can adequately access the proceedings in real time using technological means. In addition, a video recording, or other record of proceedings will be posted at www.worcesterma.gov soon after the meeting. If you have difficulty accessing the call, please e-mail planning@worcesterma.gov.

For more information concerning this application, to view application materials or the meeting agenda, or **to submit comments** in advance of the hearing, contact the Planning Division at planning@worcesterma.gov (preferred) or (508) 799-1400 x 31440. Application materials may also be viewed on the City's website at http://www.worcesterma.gov/planning-regulatory/boards/zoning-board-of-appeals.

The Zoning Board of Appeals is committed to ensuring that its public meetings are accessible to all. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please contact the Planning Division in advance of the scheduled meeting.

Worcester Zoning Board of Appeals
c/o Division of Planning & Regulatory Services
planning@worcesterma.gov (preferred)
(508) 799-1400 x 31440
August 10, 2020 & August 17, 2020

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

Docket No. WO20P2073PM

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L. c. 190B, §5-304 & § 5-405

In the matter of: Adrian Pinard
Of: Westborough, MA

RESPONDENT
(Person to be Protected/Minor)

To the named Respondent and all other interested persons, a petition has been filed by Westborough Healthcare of Westborough, MA in the above captioned matter alleging that **Adrian Pinard** is in need of a Conservator or other protective order and requesting that Theodore M Hess-Mahan of Wellesley Hills, MA (or some other suitable person) be appointed as Conservator to serve **Without Surety** on the bond.

The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return day of **09/01/2020.** This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

WITNESS, Hon. Leilah H. Keamy, First Justice of this Court.

Date: August 03, 2020
Stephanie K. Fattman, Register of Probate
August 17, 2020

Town of Barre MA
Department of Public Works
Invitation to Bid

The Town of Barre is seeking bids for a 2004 or newer 10 Wheel Roll-off Truck.

Specification and bid forms may be picked up at the DPW Office, 441 Wheelwright Rd., Barre Massachusetts or by emailing dpw@townofbarre.com. Any questions can be directed to the office at: 978-355-5013.

Bids will be accepted at the DPW Office, 441 Wheelwright Rd, Barre MA 01005, until **Tuesday, September 8, 2020 at 1:00PM**, at which time they will be opened and publicly read, and taken under advisement.

The Town of Barre reserves the right to reject any or all bids deemed not to be in the best interest of the town.

For the Town of Barre
Department of Public Works
Shannon O'Connor
DPW Administrative Assistant
August 17, 24, 2020

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 19CP0497WC, Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Worcester County Juvenile Court, 225 Main Street, Worcester, MA 01608 TO: Rahmell Brown and/or father of Linnae Kabryael Sykes: A petition has been presented to this court by DCF (Worcester), seeking, as to the following child, Linnae K. Sykes, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.
You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: 11/06/2020 at 09:30 AM Pre Trial Conference (CR/CV)
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.
If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.
For further information call the Office of the Clerk-Magistrate at 508-831-2000.
WITNESS: Hon. Carol A. Erskine, FIRST JUSTICE, Brendan J. Moran, Acting Clerk-Magistrate, DATE ISSUED: 08/06/2020

August 14, 2020



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Ads must be received 3 business days prior to publication date. Prepayment is required for all private party ads.

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DEAR ANNIE

Aversion therapy for unrequited love

Dear Annie: When I was in my 20s, I thought I was in love with a man who strung me along for his own reasons but obviously didn't love me. I wasted three years of my life giving him every opportunity I could to love me back. I finally realized intellectually that I needed to break it off, but emotionally, I couldn't.

I was lucky. I found a book about how to fall out of love with someone. It was based on the psychological principle of aversion therapy. The theory is that your mind has become accustomed to associating the love object with something pleasant that you want and need, such as attention, affection and security, instead of the pain of what you're really getting, such as rejection, abuse and uncertainty.

The author suggested that whenever I thought about my young man I immediately replace with a mental picture of him doing something disgusting and repulsive.

For me, all I had to do was picture him sitting on the toilet. I was "cured" of my addiction to my phony lover in just a few weeks. Surprise! He married someone else not long after that. The best part was, I didn't care.

It worked for me. — HAPPY IN HOUSTON

Dear Happy in Houston: That is an interesting type of therapy. If it worked for you, that's awesome.

Dear Annie: My heart goes out to Mother of an Alcoholic, whose 52-year-old son followed her to Florida. As the mother of a recovering addict, I felt your advice was spot on! I would like to add a few thoughts:

If the son is 52, then Mom is probably in her 70s. She should consider that if she is tempted to enable him, she needs to think long term. Once she is gone, he MUST be able to care for himself.

She also needs to be able to care for herself financially and not throw good money after bad. A dear family member of mine went through every resource she had trying to help, only to live her last years broke and sick.

But the MOST important piece of advice for her health, peace and well-being is to find an Al-Anon family support group for herself. She can't help anyone if she doesn't take care of herself. — PRAYERFUL IN BIRMINGHAM

Dear Prayerful in Birmingham: Your letter is one of hope and faith. Al-Anon is a wonderful family support group.

Send your questions for Annie Lane to dearannie@creators.com.

SUDOKU

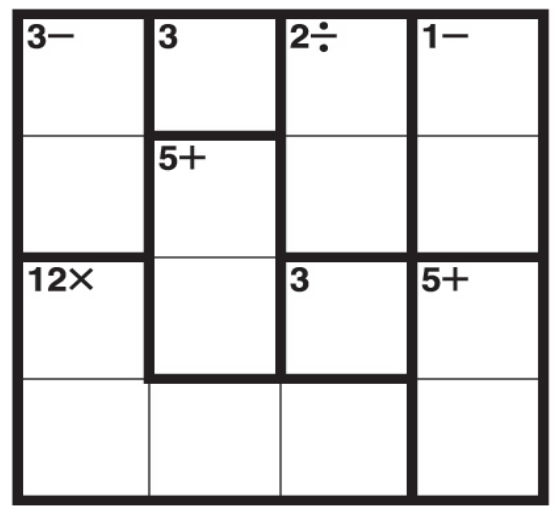
	6		2		5		7	
2		9	7					1
			6				9	
8				3		7	1	5
				7				
9	7	5		6				3
	1				8			
6					7	3		8
	4		9		6		5	

Difficulty Level ★ 8/17

Sudoku is a number-placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the puzzle increases from Monday to Sunday.

Answers for Sudoku & KenKen appear on B7

KENKEN



KenKen is a number puzzle that involves a bit of logic and a bit of simple math.

Rules: Monday through Wednesday, each row and each column must contain the numbers 1 through 4 without repeating. Thursday through Sunday, each row and column must contain the numbers 1 through 6. The numbers within heavily outlined boxes, called cages, must combine using the given operation (in any order) to produce the target number in the top-left corner. Freebies: Fill in single-box cages with the number in the top-left corner.

BRIDGE

Q: Which is your preferred scoring method, matchpoints or international match points?
A: Matchpointed pairs events are difficult, in that every trick matters. However, IMP knockout matches are the real deal. The big decisions swing lots of points, while the smaller ones do not. That is the way it should be. There is a reason why the Bermuda Bowl, a teams championship, is considered the pinnacle of bridge.
Some people consider pairs an inferior form of the game. I wouldn't say that; it is certainly harder work.

Q: What would you open with SPADES Q-6, HEARTS K-J-9-5, DIAMONDS K-9, CLUBS A-Q-J-10-2 in third position with neither side vulnerable?

A: With 15-17 points and values in the short suits, I would open one no-trump. The hand is not ideal for a one-club opening and subsequent two-heart reverse, and I would prefer to declare the hand myself, with the lead coming around to the soft cards in my doubletons.

Q: Are there any ranking systems, besides master points, used in the ACBL?

A: There are none that I am aware of. In England, they use the National Grading Scheme, which considers almost every session a player takes part in (via computerized scoring) and uses the data to keep a record of the player's current form, which is published for all to see. But my guess is that some local schemes will soon become nationally available.

HOROSCOPES

Happy Birthday: Take stock of what you've accomplished and how you want to move forward. Having a plan in place will help you reach your goal with the least amount of struggle. You'll have added discipline this year, so put it to good use and pursue personal and professional goals that will boost your confidence and enhance your life. Your numbers are 9, 13, 24, 27, 31, 39, 46.
ARIES (March 21-April 19): Put pent-up energy to good use. You can take physical action and get things done, or you can stew over what everyone else is doing and achieve little. Use intelligence and physical capabilities to make a difference in the way plans turn out.
TAURUS (April 20-May 20): Choose what feels right. Refuse to let your emotions take over or deter you from making the best decision. An opportunity is heading your way, and being mentally prepared to take advantage of the situation will make a difference.
GEMINI (May 21-June 20): Consider what's important to you, and focus your energy and time on projects that will bring about change. Home improvements, personal relationships and remaining rational when faced with emotional choices are favored. Honesty is the best policy.
CANCER (June 21-July 22): Look at your budget before you commit to a project or make a donation. Take care of your needs before you extend a helping hand to others. Being responsible as well as benevolent will help you maintain balance and integrity.
LEO (July 23-Aug. 22): Take the initiative to research and gather valuable information to ensure your pursuits are attainable. Leave nothing to chance, update documents before they lapse and make decisions that will ease stress. Keep life simple and projects doable.
VIRGO (Aug. 23-Sept. 22): Set the standard, do things your way and aim to reach your goal. How you conduct your life and business will reflect the way others treat you. Stand by your word, and compromise when necessary. You will gain respect.
LIBRA (Sept. 23-Oct. 22): An upbeat approach will deter negativity and disgruntled and demanding people. Offering positive alternatives will encourage others to pick up the pace and help. A partnership with someone who shares your enthusiasm looks promising.
SCORPIO (Oct. 23-Nov. 21): Be reasonable, and you'll get your way. Kick up a fuss, and you'll end up working alone. A change is in order. Assess your life, attitude, the way you look and the changes you want to make. Make personal growth a priority.
SAGITTARIUS (Nov. 22-Dec. 21): You are gaining leverage, so don't stop pushing for what you want. High energy, intelligence and working diligently to reach your goal will pay off. Don't let the past hold you back. Discarding what no longer works for you is encouraged.
CAPRICORN (Dec. 22-Jan. 19): Don't start something you can't finish. An argument with a friend or relative will cause emotional turmoil with someone you love. Focus on what you can do to keep the peace. Including love and romance in your plans will enhance your life.
AQUARIUS (Jan. 20-Feb. 18): Strike up a conversation to help you resolve a sensitive issue. Offer suggestions and compromise if necessary to keep your plans moving forward and avoid an emotional scene. Get back to basics and what works best for you.
PISCES (Feb. 19-March 20): A personal change will make you feel good. Make unique plans with someone who means the world to you, and good things will unfold. Don't let an outsider take advantage of your time or talk you into spending money.
Birthday Baby: You are chatty, intelligent and generous. You are kind and emotional.

Regenerative, LLC

POSTED UXB TOWN CLERK
2020 AUG 17 AM 11:40

August 17th, 2020

To whom it may concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 9/1/20 at 6pm at Blissful Meadows Golf Club (801 Chocolog Rd Uxbridge, MA 01569). The proposed Indoor Cultivation, Outdoor Cultivation, Transporter and Manufacturing Facility is anticipated to be located at 1035 Quaker Hwy Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

If there are any questions or further requests please do not hesitate to contact me at my contact information below.

Sincerely,

Misha Glazomitsky

Misha Glazomitsky
CFO
Regenerative, LLC
508-498-4838
MishaGlazomitsky@gmail.com
365 Kilburn St
Fall River, MA 02724

Regenerative LLC

Plan to Remain Compliant with Local Zoning and Ordinances

Regenerative not only strives to be a valued member of our community but also ensure we are at all times following all local ordinances, rules, regulations, laws and zoning bylaws. Regenerative has worked closely with the town of Uxbridge and continues to do so to develop a facility that is compliant with all local rules and ordinances. The location of our facility, 30 Noonan Way (formerly known as 1035 Quaker Hwy) Uxbridge, MA 01569, is Zoned "Industrial A" which in accordance with the bylaws of the town of Uxbridge allows cannabis cultivation and manufacturing currently. We therefore did not need to request a special permit or variance for our facility. Regenerative has taken or will take the following actions including but not limited to;

1. We have an executed HCA from 7/15/2020 which is the primary requirement in the town of Uxbridge for a cannabis business.
2. We have completed a community impact meeting on 9/1/2020.
3. In accordance with the executed HCA we must make an impact fee payment of 1.75% of our gross revenue of at least $100,000 but no more than $150,000 annually. We will make this payment to the town Treasurer in the first month (January, April, July, and October) of the following quarter by analyzing our gross revenue of the previous quarter and multiplying the gross revenue in the previous quarter by 1.75%. In addition to this payment we shall submit the pertinent financial records to the town of Uxbridge for review and to verify our payment amount is correct.
4. In accordance with the executed HCA we shall create an escrow account with the Town of Uxbridge as the payee for the purpose of an additional odor mitigation fund. This escrow shall be 1.25% of annual gross revenue and shall be used by the Town of Uxbridge only in the instance if our odor mitigation plan is deemed ineffective by the town for the purpose to pay for additional odor mitigation techniques at the discretion of the town.
5. We have submitted an amenable wastewater and odor mitigation plan which has been approved by the Board of Health and other relevant departments for the Town of Uxbridge.
6. We shall pay all property and real/personal property taxes in accordance with the applicable rates and terms at the time such taxes shall become payable.
7. Our facility shall be located well outside the 500-foot buffer zone from any school facility with the nearest school, Uxbridge High School, being almost 3.5 miles away.
8. We have worked with and will continue to work with multiple town departments including but not limited to; Project Review Team, Board of Health, Conservation Commission, Fire Department, Police Department, Planning Board, Building Department to ensure compliance with all processes, ordinances, bylaws, rules and regulations.
9. From a permitting perspective we shall work closely with all the aforementioned departments to obtain the following permits including but not limited to; water usage, wastewater, wells, septic system, fire suppression, building, electrical, mechanical and plumbing.
10. We shall continue to work closely with the Fire Department and especially the Police Department on our security plan and system. This will include but not be limited to; providing access to our site, providing access to our security system, building a security system in accordance with 935 CMR 500, reporting any security breaches immediately, and meeting with the foregoing departments at least every 4 months.
11. In accordance with our HCA and with great consideration for our Diversity Plan and Plan to Positively Impact Disproportionally Harmed People we shall hire as much locally as is possible.
12. We shall work with the Town of Uxbridge to ensure our on-site manager is approved and amenable to the town.
13. We shall ban all onsite consumption of cannabis products and shall develop policies which shall enforce this ban to ensure cannabis is never consumed on site by any person for any reason.

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Tom Navin
Development Director
tnavin@cla-ma.org
WWW.COMMUNITYLEGAL.ORG

September 14, 2020

Misha Glazomitsky
Regenerative, LLC
30 Noonan Way
Uxbridge, MA 01569

Dear Misha,

Thank you very much for your interest in joining our fight for justice by making a gift to Community Legal Aid.

Per our email correspondence, your $5,000 gift to support our CORI-Re-entry unit to be used for residents in the city of Worcester who have past drug-related arrests or convictions would be truly appreciated. Our CORI-Re-entry work focuses on helping to seal clients CORI's (Court Arraignment Records), which can create significant barriers to people finding housing, employment, and qualifying for public benefits.

Our ability to effectively address these problems goes to the very core of the American belief in offering second chances, and your support of this work would be much appreciated. With the changing drug laws in our country in particular, it is incredibly frustrating to see those with past convictions being denied employment, housing, and other essential services because of these past convictions.

Your gift may be sent to my attention to Community Legal Aid, 405 Main Street, Worcester, MA 01608. As requested, your gift will remain anonymous and we will not publish your name in any donor lists, etc.

On behalf of the Community Legal Aid family, thank you again for standing beside the thousands of people in desperate need of legal help. Your support is essential in our efforts to ensure fairness and justice for all.

Sincerely,

Tom Navin
Development Director

Regenerative, LLC

Plan to Positively Impact Disproportionately Harmed People

Regenerative not only strives to be a valued member of our community but is excited to participate in the requirement by the CCC to positively impact disproportionately harmed people. Two of the three Principals of Regenerative would classify as one of the groups of disproportionally harmed people as defined by the CCC. Craig Willett, our CEO and main principal was a near lifelong (until the age of 18) resident of Fall River, one of the disproportionately harmed communities as identified by the CCC. Craig worked hard in school and in his extracurricular activities, especially football, leaving the city shortly to obtain his college education at Worcester State University located in Worcester which is also a disproportionally harmed community as defined by the CCC. Upon graduation Craig returned to Fall River and opened East Coast Hydro which employs residents of Fall River today including members of the disproportionally harmed population as defined by the CCC. Mikhail Glazomitskiy, our CFO and main principal is a lifelong resident of Massachusetts (since the age of 5) and was convicted of a drug offense specifically pertaining to cannabis at the age of 19. Mikhail, like Craig, worked extremely hard since that time to overcome his conviction getting both a Bachelors and Master's degree from UMASS Boston, working in the solar industry and subsequently starting Bright Planet Solar, Inc which he grew to 13 locations nationwide while employing over 400 people. Just like Craig the headquarters of Mikhail's company was in Massachusetts and employed members of the disproportionally harmed population as defined by the CCC. Both Craig and Mikhail strongly believe in giving back to their communities with this program especially the 1st, 3rd, and 4th Groups listed below.

The five populations as defined by the CCC and shall be referred to as Group 1, 2, 3, 4, or 5 herein are:

1. Group 1 - Past or present residents of the geographic "areas of disproportionate impact," as defined by the CCC.
2. Group 2 - CCC-designated Certified Economic Empowerment Priority recipients.
3. Group 3 - CCC-designated Social Equity Program participants.
4. Group 4 - Massachusetts residents who have past drug convictions.
5. Group 5 - Massachusetts residents with parents or spouses who have drug convictions.

Goals and Program

Regenerative shall focus on positively impacting Group 1, 3 and 4 and therefore set the following goals:

1. Positively impact Group 1 by providing business assets (donation of funds) in the following manner:
    a. Donate at least $5,000 to Community Legal Aid with the specific purpose that the funds are used to represent residents of Worcester with previous drug arrest or have a previous drug conviction.

2. Positively impact Group 3 by providing business assets (lending of funds) and reducing barriers to enter the commercial adult-use cannabis industry via professional and cannabis specific mentorship in the following manner:
    a. Identify at least one CCC-designated SEP business and provide this entity or entities with a 5 year interest free loans for a total of at least $10,000 (This would ideally be seed money when the business is first getting started and when capital is the hardest to acquire).
    b. Identify at least one CCC-designated SEP business and provide this entity with at least 25 hours of professional mentorship. Professional mentorship, guidance and direct help of at least 25 hours shall be provided personally by Craig Willett, Regenerative's CEO who has built multiple successful businesses most recently East Coast Hydro which focuses on equipment and product supply to the cannabis industry and Mikhail Glazomitskiy, Regenerative's CFO who built a solar company with 13

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locations and over 400 employees without a single bank or investor dollar. The specific guidance, mentorship and help Craig and Mikhail shall provide this organizations shall be focused on the following topics including but not limited to; business plan development, financial modelling and projections, development of sustainable systems and processes (and their importance to a successful business), best hiring practices, cannabis cultivation lighting design, cannabis cultivation design, and cannabis cultivation best practices.

3. Positively impact Group 4 by reducing the barriers to enter the commercial adult-use cannabis industry in the following manner:
    a. Ensure at least 15% of all our team members (employees) along with 10% of our leadership team (managers or above) are Massachusetts residents who have had previous drug convictions with a specific focus on those from areas of disproportionate impact. We will be reaching these groups by targeting some of our recruiting activities to this group of people by holding at least one job fair annually in both Fall River, MA and in Worcester, MA. Furthermore, we will be encouraging members of Group 4 to apply for employment and that we are specifically seeking these members for employment with Regenerative. This shall be accomplished with a disclosure in our recruiting advertisement (those on indeed.com or a similar job seeking website) that we are specifically looking for members of Group 4 to apply and be employed by Regenerative.

Measurements

Regenerative shall hold weekly meetings of the Board of Directors and at least one of these board meetings each quarter shall be entirely dedicated to the discussion, review and evaluation of progress and implementation of the aforementioned goals and program. If progress is lacking and we have yet to fully implement our program and achieve our goals there shall be a concrete written strategy and plan developed of how we will make significant progress in the following quarter. Regenerative's plan to measure and evaluate our achievement of these goals and execution of our programs shall be done in the following manner:

1. Reviewing our financial records to determine if the aforementioned donation (at least $5,000 to Community Legal Aid) have been completed yet.
    a. If we believe we have completed the donation based on our records we will seek proof (bank statement, cancelled check, etc.) that those funds have in fact been donated.
    b. If it is determined the funds have not been donated then we will determine a specific date on which the funds shall be donated.

2. Reviewing our financial records to determine if the aforementioned loan (at least $10,000 with a 5-year repayment plan at a 0% interest rate) has been given to a CCC designated SEP entity.
    a. If we believe we have completed the loan based on our records we will seek proof (bank statement, cancelled check, etc.) that those funds have in fact been loaned.
    b. If it is determined the funds have not been loaned then we will detail a specific written plan and strategy to identify the SEP organization in the following quarter along with a deadline of the date on which the funds shall be loaned.

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3. Craig Willett and Mikhail Glazomitskiy shall keep a written log which shall include but not be limited to; the CCC designated SEP entity they have or are currently working with, the dates they worked with this entity, the amount of time on said dates they worked with this entity and the topics on which they worked on with this entity.
    a. In the review of this log if we believe we have completed the mentorship detailed above (at least one CCC designated SEP entities with at least 25 hours of direct mentorship) a written affidavit shall be created and executed by Craig Willett and Mikhail Glazomitskiy attesting to the entity that has been helped, the dates and times this entity has been helped, the amount of time this entity has been helped and the topics in which this entity was helped with.
    b. In the review of this log if we believe we have not completed the mentorship detailed above (at least one CCC designated SEP entity with at least 25 hours of mentorship) we will develop and detail a specific written plan and strategy to identify the SEP organization in the following quarter along with a deadline of the dates on which mentorship must be completed.

4. Reviewing our employee records to determine if the aforementioned hiring and promotion practices (15% of all our employees along with 10% of our leadership team are Massachusetts residents who have had previous drug convictions with a specific focus on those from areas of disproportionate impact) has been attained. During our onboarding process we must detail the municipality in which the employee lives so shall easily be able to determine if they reside in an area of disproportionate impact or not. We shall also ask all of our applicants to disclose any previous drug convictions (in accordance with all labor laws and regulations) and shall keep a database (in accordance with all labor laws and regulations) of such disclosures along with the findings from the background checks we will complete.
    a. In the review of these records if we believe we have achieved the goals and program above (15% of all our employees along with 10% of our leadership team are Massachusetts residents who have had previous drug convictions with a specific focus on those from areas of disproportionate impact) a written affidavit shall be created and executed by our HR Manager along with our Principals attesting to this goal with proofing documentation (our employee database, employee personnel files, background checks, etc.) attached.
    b. In the review of these records if we believe we have not completed the goals and program above (15% of all our employees along with 10% of our leadership team are Massachusetts residents who have had previous drug convictions with a specific focus on those from areas of disproportionate impact) we will develop and detail a specific written plan and strategy along with our HR Manager to adjust our hiring, recruiting and promoting practices to ensure we meet or exceed these goals in the following quarter. Progress of this achievement from that point forward (determination that the goal has not been achieved) shall be done not only by the HR Manager but also by the CEO and CFO with a focus to ensure achievement. Furthermore direct help from the CEO and CFO shall be given through the utilization of their vast personal networks to recruit proper candidates or identify current employees to promote to management to ensure we reach our goals.
5. The plan for Positive Impact will adhere to regulations set forth by 935 CMR 500.105(4). Regenerative LLC will adhere to the Permitted and Prohibited Practices in Marketing and Advertising Requirements during any and all advertising, including job fairs and loan programs.

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6. Any actions taken, or programs instituted, by the Regenerative LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
7. The progress or success of this Plan for Positive Impact, by Regenerative LLC, in its entirety, will be documented annually upon renewal (It is understood the renewal occurs one year from provisional licensure whether or not Regenerative LLC has a final license). The dates and requirements will be inserted into company calendars and logs and will be tracked accordingly throughout the year. Then they will be submitted as a time sensitive information. Internally, tracking of data, surveys and other methods will be used to understand the success and how to enhance these programs.

This document includes confidential and proprietary information regarding Regenerative LLC and you may not reproduce this document in whole or in part or share any of its contents without the prior written consent of Regenerative LLC. By accepting this document you agree to be bound by these restrictions.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Restated Certificate of Organization
(General Laws, Chapter)

Identification Number: 001449557

The date of filing of the original certificate of organization: 7/23/2020

1. The exact name of the limited liability company is: REGENERATIVE LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:
No. and Street: 679 WASHINGTON ST STE 8
177
City or Town: ATTLEBORO State: MA Zip: 02703 Country: USA

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

No. and Street: 679 WASHINGTON ST STE 8
177
City or Town: ATTLEBORO State: MA Zip: 02703 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:
THE CHARACTER AND PRIMARY SERVICE OF THE BUSINESS SHALL BE COMMERCIAL REAL ESTATE DEVELOPMENT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: LEGALINC CORPORATE SERVICES INC.
No. and Street: 1900 WEST PARK DRIVE
SUITE 280B
City or Town: WESTBOROUGH State: MA Zip: 01581 Country: USA

I, LEGALINC CORPORATE SERVICES INC. 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	CRAIG WILLETT	679 WASHINGTON ST STE 8 # 177 ATTLEBORO, MA 02703 USA
MANAGER	ATUL PATEL	28 SANDERS AVE SEEKONK, MA 02771 USA

MANAGER	MIKHAIL GLAZOMITSKIY	9 NATHAN STONE LN SOUTHBOROUGH, MA 01772 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
SOC SIGNATORY	ATUL PATEL	28 SANDERS AVE, SEEKONK, MA 02771 USA
SOC SIGNATORY	CRAIG WILLETT	679 WASHINGTON ST STE 8, # 177 ATTLEBORO, MA 02703 USA
SOC SIGNATORY	MIKHAIL GLAZOMITSKIY	9 NATHAN STONE LN SOUTHBOROUGH, MA 01772 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ATUL PATEL	28 SANDERS AVE, SEEKONK, MA 02771 USA
REAL PROPERTY	CRAIG WILLETT	679 WASHINGTON ST STE 8, # 177 ATTLEBORO, MA 02703 USA
REAL PROPERTY	MIKHAIL GLAZOMITSKIY	9 NATHAN STONE LN SOUTHBOROUGH, MA 01772 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:
CORRECTED SPELLING OF MIKHAIL'S LEGAL NAME AND FIXED CHARACTER AND SERVICE OF THE BUSINESS WHICH WAS PREVIOUSLY BLANK.

11. The restated certificate shall be effective when filed unless a later effective date is specified:

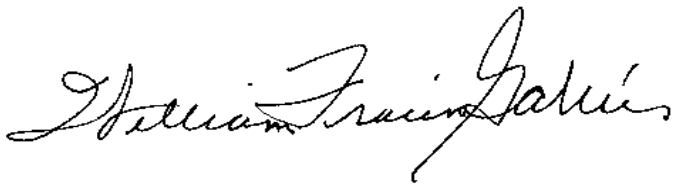
SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of September, 2020,
MIKHAIL GLAZOMITSKIY - CFO **, Signature of Applicant.**

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THE COMMONWEALTH OF MASSACHUSETTS

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

September 03, 2020 02:03 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

mass.gov/dor

Letter ID: L1113404992
Notice Date: August 10, 2020
Case ID: 0-000-528-929

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

CRAIG WILLETT
REGENERATIVE LLC
679 WASHINGTON ST STE 8
ATTLEBORO MA 02703-8408

000053

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 10, 2020

TO WHOM IT MAY CONCERN:

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

REGENERATIVE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 23, 2020.**

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: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CRAIG WILLETT, ATUL PATEL**

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:TAA

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

REGENERATIVE LLC

A Massachusetts Limited Liability Company

Dated as of September 1st, 2020

This Operating Agreement is entered as of the above date by and among the Members listed in Appendix A and the Company.

Regenerative LLC Operating Agreement

WHEREAS, Regenerative, LLC (the "Company") was formed on July 23rd, 2020 pursuant to the laws of the Commonwealth of Massachusetts in accordance with the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, and as amended from time to time by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of Massachusetts, Corporations Division.

WHEREAS, the Company has decided to be taxable as a corporation by the IRS for the payment of Federal Income Taxes to the United States of America and will file Form 8832 to be classified as such on or about December 31st, 2020.

WHEREAS, for good and adequate consideration, the receipt and sufficiency of which is hereby agreed and acknowledged, as the entire agreement and is binding between the Members and the Company.

WHEREAS, this Agreement is the Entire Agreement as it relates to the full understanding amongst all Members and parties hereto as to the operation of the Company and supersedes all previous contracts, agreements, and or understandings whether they are verbal or written and no covenant, representation, promise, or otherwise shall have any force or effect to the fullest extent of the law. Any amendment to this Agreement must be done so with the execution of a written instrument.

WHEREAS, if any one or more of the terms, articles, provisions, or sections of this Agreement shall be deemed illegal, unenforceable or invalid by law in any respect the legality, enforceability and validity of all terms, articles, provisions, and sections contained herein shall not be impacted, impaired, nor affected in anyway.

WHEREAS, this Agreement shall be binding upon the execution of any such executors and shall ensure the rights, obligations and benefits to such executors as well as their respective heirs, successors, administrators, executors, and assignees provided that this provision shall not be interpreted to permit any Transfer or assignment which is otherwise barred by this Agreement.

WHEREAS, this Agreement or any provision hereof can be amended and/or waived only by the unanimous vote and approval by the Board and a super majority (75%) vote of all Members who hold Investor Shares with their vote counting proportional to their Investor Shares. An amendment to Appendix A shall not apply as an amendment to this Agreement and Appendix A may be amended in accordance with the terms of this Agreement.

WHEREAS, this Agreement shall be governed by and in accordance with the laws of the Commonwealth of Massachusetts (especially the Massachusetts Limited Liability Company Act) exclusive of its conflict-of-laws principles and if a conflict between a provision of this Agreement and the Massachusetts Limited Liability Company Act or the laws of the Commonwealth of Massachusetts does occur the applicable term of this Agreement shall prevail to the extent permitted by law.

WHEREAS, in addition to the capitalized terms above (i.e. "Company") which shall be found elsewhere in this Agreement certain capitalized terms used throughout this document shall have the definitions and meanings as detailed in Appendix B.

Article 1 – Formation

1.1 **Organization and Continuance of the Company** – The formation of the Company was completed as of July 23rd, 2020 by filing the Certificate of Organization with the office of the Secretary of the Commonwealth of Massachusetts, Corporations Division. The Certificate of Organization may be modified with respect to the name and address of the registered agent for the Company or to make corrections to the Certificate of Organization as may be required from time to time by law or for another reasonable purpose. The Company shall continue to operate in perpetuity pursuant to the provisions of the Massachusetts Limited Liability Company Act and agree that the duties, liabilities and rights of the Members shall be as defined by the Massachusetts Limited Liability Company Act except as otherwise described in this

Agreement and shall not be dissolved unless mandated by law or by vote of the Members as defined in this Agreement. Any person or entity having any dealings or affairs with the Company may rely upon a signed certificate by the Board to; identify any of the Members or members of the Board, any factual matters related to the business of the Company, the people who are authorized to execute any documents that bind the Company, or any action/decision that the Company has or has not made.

1.2 **Company Name** – The name of the Company is "Regenerative, LLC" and all business shall be conducted under this name. The Company can also operate by another name (fictitious or DBA) so long as this name is utilized in a manner that is in accordance with all applicable laws and regulations and is agreed upon by a Majority vote of the Board. The Company shall at all times have all rights to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company as long as such activity is lawful and follows all regulations. Upon the dissolution of the Company due to a mandate by law or by the terms of this Agreement no further business shall be done under the Company name except for any transaction or process to; wind down all business activities, discharge the Company of any liabilities and/or obligations, liquidate all assets, terminate all affairs, and distribute said assets in accordance with the terms of this Agreement.

1.3 **Registered Agent** – The Registered Agent for the Company shall be Craig Willett and the address of the agent is 679 Washington St. Suite 8 #177 Attleboro, MA 02703 which will serve as the address for service of process and other legal notifications. Notwithstanding such address and registered agent may be changed from time to time by a Majority vote of the Board in accordance with the laws of the Commonwealth of Massachusetts. Any subsequent agent of the Company may also be changed again as may be needed from time to time in accordance with this Agreement.

1.4 **Purpose** – The purpose of the Company shall be for any lawful business or activity for which a limited liability company may conduct in the jurisdiction in which the Company is operating in at that time. If the company conducts business outside of the Commonwealth of Massachusetts then the Company shall follow all laws and regulations of that jurisdiction including but not limited to; proper registration, licensing, permitting or other requirements of the jurisdiction as may be required.

1.5 **Taxes** – The Company shall file IRS Form 8832 and elect to be taxed as a corporation for United States Federal Income Taxes by or about December 31st, 2020. The Company acknowledges there may be state, local and/or other taxes that may be the obligation of the Company which shall be paid by the Company in accordance with the laws, regulations and requirements of such taxes. The fiscal year for the Company shall be the calendar year unless amended by a Majority vote of the Board which must be done in accordance with any laws, rules and/or regulations to the allowable fiscal year.

1.6 **Shares** - Every Member's right to receive distributions of the Company's assets and share thereof as well as other rights of the Members which rights in totality shall be corresponding to each such Member's interest in the Company in accordance with the Massachusetts Limited Liability Company Act shall be represented by Shares. The Shares shall be divided into two categories, Common Shares and Investor Shares, which categories of Shares each shall have the qualifications, privileges, rights, powers, preferences, and limitations as detailed in this Agreement. Each of the Common Shares and Investor Shares may be referred to as a "class" of Shares. The total numbers of Shares that the Company shall have the authority to distribute is 100,000 with 75,000 of those being Common Shares and 25,000 of those being Investor shares. Subject to the rights and restrictions of this Agreement the Board may authorize the Company to create and issue Shares for consideration as deemed appropriate by the Board with the class and therefore corresponding qualifications, privileges, rights, powers, preferences, and limitations thereof. The Board furthermore shall decide the class of such Shares and distribution thereto or creation of new Shares in a new class and distribution thereto and therefore rights to financial distributions from the Company. The Board shall also decide the rights owners of Shares will ascertain upon the dissolution of the Company and the voting rights of such Shares. The Members approve and acknowledge that the rights afforded to any additional classes of Shares including rights to distributions from the Company may result in a reduction and/or dilution in the rights of the previously outstanding Shares. The Board may in

accordance with the issuance of additional Shares as described in this Agreement revise any term of this Agreement and other required documents to the degree needed to correspond with the addition of any new Members to the Company or the approval and issuance of such class of Shares along with their related qualifications, privileges, rights, powers, preferences, and limitations.

1.7 **Management** - The business of the Company shall be managed by a Board of Directors (previously and further referred to as the "Board") who may exercise all the authority of the Company except as restricted to do so by this Agreement, the law, and/or by any additional boards that the Board of Directors may from time to time establish such as an Advisory Board for example. Each member of the Board of Directors shall be a natural person and shall be a "Manager" for the purposes of the Massachusetts Limited Liability Company Act. In accordance to the terms of this Agreement a Majority of the Board must vote to agree in favor of an action in order to bind the Company with respect to such action. In accordance with this Agreement each member of the Board shall have any authority, power or right to bind the Company to the degree each member of the Board is an officer of the Company and such member of the Board is acting in his or her capacity as an officer to bind the Company for the actions under such officer's purview. A member of the Board shall be held to the same standards of fiduciary responsibility in regards to the Company to which a "Director" of a Corporation is held that is dually organized under the laws of the Commonwealth of Massachusetts. Any determination of whether a member of the Board has broken his or her fiduciary responsibility to the Company shall be determined under the laws of the Commonwealth of Massachusetts as they exist then and pertain to a "Director" of a Commonwealth of Massachusetts Corporation would be held to have broken his or her fiduciary responsibility to such Corporation under comparable circumstances. Notwithstanding the foregoing, or any other provision of this Agreement that may conflict (but subject to any particular written agreement between the Company and any member of the Board) it is specifically acknowledged and agreed that a member of the Board shall not necessarily be required to devote his or her entire time and/or attention to the business of the Company. The Board shall consist of three members and can only be altered in accordance with this Agreement. If a Board position is vacant the remaining members of the Board except as prohibited by law may execute the authority of the Board until the vacancy is occupied. Such vacancy shall be filled in accordance with the terms of this Agreement.

1.8 **Board of Directors** – Each Member shall vote all Shares of the Company presently held or hereafter attained by such Member or over which such Member has voting authority at any meeting of the Members called for the specific purpose of filling positions on the Board of Directors or to effect a written approval instead of a meeting of the Members to elect and continue in office as Board of Directors the following; Craig Willett (or his assignee) so long as he continues to hold Shares of the Company, Atul Patel (or his assignee) so long as he continues to hold Shares of the Company and Mikhail Glazomitskiy (or his assignee) so long as he continues to hold Shares of the Company. In the event that a Board member at their sole discretion with or without cause decides to remove their designee from the Board then the person shall be removed from the Board and replaced by the original member (Craig Willett, Atul Patel or Mikhail Glazomitskiy) or by another designee of the Board member's choosing and all Members resolve to vote all Shares or any other voting mechanisms in favor of the Board member or the Board member's designee. Except as otherwise prohibited by law or by this Agreement the Board of Directors shall hold their Board position in perpetuity with regard to the foregoing or until the earlier of their death, disability, or resignation. Any resignation by a Board member shall be delivered to the Company in writing and shall go into effect at the time of the resignation or a later specified time or event. In the event that any of these Board of Directors no longer hold Shares of the Company the vacancy of their Board seat shall be occupied by a person who shall garner a Majority of the vote of all Shares of the Company outstanding at that time.

1.9 **Authority of the Board of Directors** – The Board of Directors shall have all of the following authority and responsibility for the Company:

a. to manage the business on a day to day basis.
b. to assign employees, officers, consultants, independent contractors or others as needed from time to time including their compensation rates, terms of service, benefits, and responsibilities to the standards that best suit

the Company at the sole discretion of the Board of Directors as well as the removal of such individuals from the Company with or without cause again at the sole discretion of the Board.

c. to merge or sell the Company.
d. to acquire a different company.
e. to make, modify or enter into any binding documents for the Company.
f. to issue additional Shares or other instruments in the Company as may be needed from time to time
g. to seek capital either by debt (secured or unsecured) or equity in what the Board deems is in the best interest or necessity of the Company as well as perform the Company's obligations in relation to any of its debts.

With great consideration for the foregoing the Board shall not:

a. grant a security interest, take on debt (outside of a credit line from a vendor in the ordinary course of business), acquire assets or enter into any agreement for the Company of $100,000 or larger in the aggregate outside of those planned for in the current Operating Plan at the time.
b. grant any equity in the Company to an employee without an affirmative vote of the Majority of all Shares at that time.

In order for the Company to grant a security interest, take on debt (outside of a credit line from a vendor in the ordinary course of business), acquire assets or enter into any agreement for the Company of $250,000 or larger the Company must get approval by the Board and a Majority vote of all Investor Shares at that time;

1.10 **Board Meetings and Voting Rights** – Each member of the Board shall have one (1) vote with respect to any issues or matters before the Board. The attendance (either virtual or in person) of the Majority of the Board shall constitute a quorum. When a quorum is present a vote may occur and the determination of this vote shall be considered an act of the Company. Any actions which may require a vote may be undertaken without a vote if the Board of Directors agree to such an action in writing unanimously and which writing shall be filed for the record of the next meeting of the Board. Meetings shall be scheduled on a regular basis at a frequency, time and location that is agreeable to the Majority of the members of the Board. Special meetings of the Board may also occur in addition to regularly scheduled meetings during normal business hours and at the Board's meeting space for regularly scheduled meetings or this can be a virtual meeting but must be requested in writing by a member of the Board with at least 48-hour notice. Notice of all meetings including the location, time and date (as well as any directions to join a meeting virtually) must be given to each member of the Board in writing by the CEO or the Board member calling the meeting with at least 48-hour advance notice. Notice of regular or special meetings need not include all the purposes for the meeting. Any meeting in which a member of the Board is present but may not have been properly notified of such meeting shall constitute the Board member's attendance at such meeting however the member of the Board will have the right to demand the meeting follow the notice requirements in this Agreement to be a proper meeting where a vote or action is decided upon.

1.11 **Actions Requiring Member Approval** – The following actions require Majority approval by the Board in addition to a Majority vote of the Investor Shares at that time:

a. a material change in the pursuit of the business intent of the Company including but not limited to; entering or exiting the industry in which the Company currently operates in.
b. the requirement of additional capital to be provided by the Members.
c. filing a voluntary petition under Bankruptcy laws or the Company making an assignment for the benefit of creditors including but not limited to; reorganization, liquidation, dissolution, arrangement or readjustment.
d. admitting or failing to contest allegations filed in a petition against the Company that may have an adverse impact on the Company.
e. appointing a trustee or receiver for greater than 50% of the Company's assets by voluntary means or by consolidation or merger/acquisition.

1.12 **Conflict of Interest** – No Board of Directors member nor Member of the Company may participate in any other business or company as a Member, employee, director, officer, shareholder, investor, Board member or in any other capacity where a conflict of interest may present itself with the Company. With extreme consideration of the foregoing this especially applies if such a company or business has interests which compete in anyway with the Company. Furthermore no contract or transaction with such an entity or any other entity in which a member of the Board, a Member of the Company, a director, officer, employee, shareholder, or investor shall be valid even if bound by a member of the Board (or a Member, other employee, director, officer, etc.) unless such a transaction was approved by an affirmative vote of the Majority of the Board and such transaction was then disclosed in writing to all Members at least 48 hours prior to such transaction taking place with an opportunity for comment from the Members. If such a transaction involves an interest by more than one Board member then the matter shall be taken to vote to all Members and a Majority of the Members voting rights proportional to their Shares must approve such a transaction to occur. If it is later found that such a transaction was not done in good faith with fair terms and in the best interest of the Company and the Company faces a material adverse effect due to such a transaction the party with the conflict of interest, be it a Board member, a Member of the Company, director, officer, employee, shareholder, investor or otherwise the Company may hold said person personally responsible for the material adverse financial impact on the Company and such a person agrees by the terms of this Agreement they are personally responsible and Personally Guarantee such a penalty.

1.13 **Limitation of Liability** – No Member, employee, director, officer, shareholder, investor, member of the Board or otherwise associate of the Company shall be held personally liable for any debts, liability or obligations for the Company or to any other Member whether arising in tort, contract or otherwise except as specified in this Agreement or in accordance with all applicable laws. The Company and all Members further shall hold harmless and indemnify all its Members, employees, officers, directors, shareholders, investors to the fullest extent allowed by law for acts or omissions as part of their capacity in relation to the Company including but not limited to all debts, liability or obligations for the Company except as detailed in this Agreement. With careful regard of the foregoing and the terms set forth in this Agreement this limitation of liability shall specifically apply to any acts that are committed in good faith, with competence and appropriateness to the person or entities position in relation to the Company. This limitation of liability shall not apply for any act which was taken without good faith and/or with gross negligence and/or outside the reasonable purview of such a person and/or with intentional malintent/misconduct. If a dispute arises from an action in which this limitation of liability comes into question it shall be the burden of the party making such an allegation to prove with a multitude of evidence that such an act was committed in a manner as described in the foregoing in order to transfer such a liability to the alleged. Furthermore no Member, employee, director, officer, shareholder, investor, member of the Board or otherwise associate of the Company shall have any liability for any loss suffered by the Company that may arise.

1.14 **Indemnification** – To the fullest extent of the law and subject to the terms of this Agreement the Company shall indemnify and hold harmless any and all Members, employees, directors, officers, shareholders, investors, and members of the Board against any loss, claim, liability, debt, damage or action arising from or due to any action or inaction undertaken with the operation of the company as long as the action or inaction was within the authority and appropriateness of the position and relation of such person to the Company and was committed or omitted in good faith or in the best interests of the Company. If a loss, damage, liability or debt was ordered by an action of a court having jurisdiction this shall not in and of itself be deemed an act or lack of an act in bad faith and any Member, employee, director, officer, shareholder, investor, member of the Board or otherwise associate of the Company shall have the right to seek independent counsel in such a matter as such person sees fit. Any indemnification shall include the cost of reasonable legal fees which may be incurred by such a person to defend their position in such a matter and shall either be paid for by the Company at the time of billing or be reimbursed to the person by the Company within 60 days of this person requesting reimbursement be granted as long as such costs are not covered by insurance or other means. If such costs are paid for by the Company and it is later determined that such person did in fact act outside of their authority or with malintent/misconduct the person shall reimburse the Company within 5 days notice from the Company. The terms of this indemnification shall supersede the status of the person at the time such a claim is brought as long as the act in

question was committed or omitted while the person was a Member, employee, director, officer, shareholder, investor, or member of the Board of the Company. The Members and members of the Board acknowledge that although the laws of the Commonwealth of Massachusetts do permit the use, possession, transfer, processing and cultivation of cannabis and cannabis products the federal laws of the United States still strictly prohibit cannabis and any claim, action, liability, debt, loss or action which is brought to a person by the federal government of the United States with respect to criminal action or otherwise shall still be covered by this indemnification clause and the defense of such a person shall still be at the cost and burden of the Company as long as such an act or omission was in accordance with the laws of the Commonwealth of Massachusetts.

1.15 **Jurisdiction/Venue/Notice** – The parties to this Agreement hereby agree that this Agreement and all terms herein shall be governed by the laws of the Commonwealth of Massachusetts and any claims or disputes that may arise shall be handled exclusively by the courts of the Commonwealth of Massachusetts. In an effort to productively resolve any disputes that may arise any party that brings such a dispute agrees that if the dispute cannot be resolved amicably it shall be resolved via binding mediation which shall occur in Boston, Massachusetts or at another venue that is mutually agreed upon by the parties of the dispute. All demands, notices and/or other communications hereunder shall be done in writing and be delivered in person, via certified mail or other mechanism with tracking capabilities and be delivered to the Company at its principal place of business and/or to its registered agent. If notice must be delivered to a Member it shall be done so at their address listed in Appendix A.

1.16 **Power of Attorney** – Each Member irrevocably constitutes and appoints each member of the Board and/or the Liquidating Agent as the true and lawful attorney-in-fact in accordance with all applicable laws and the terms of this Agreement to complete any of the following filing or executing of;

a. the Certificate of Organization and any other documents as may be needed from time to time for the Company to carry out the terms of this Agreement and continue the Company as an LLC.
b. this Agreement to amend Appendix A.
c. any documents that may be necessary for the purpose of dissolving the Company.
d. any documents that may be necessary for the purposes of utilizing a fictious name or DBA.
e. any documents that may be needed to amend this Power of Attorney
f. any documents which are paramount for the advancement of the Company.

This Power of Attorney shall not be encumbered nor terminated by any Member under any circumstances except those in accordance with this Agreement or the necessitation due to applicable laws. This Power of Attorney shall survive any Transfer of Shares by any member of the Board for as long as needed to effectuate such a Transfer to occur and if applicable at which point upon such a transfer of this Power of Attorney shall also be transferred to a new member of the Board and/or Liquidating Agent in which such documents shall be executed within 5 days prior written notice to the satisfaction of the receiver of such a Transfer.

1.17 **Good Faith** – All Members, members of the Board, Liquidating Agent(s) and any other executors of this Agreement must and shall operate in good faith at all times and in all manners as it relates to this Agreement and to their relation/function to the Company and as such owe no duty (monetarily or otherwise) to the Company or any Member when operating in good faith. A role of a Member, member of the Board, Liquidating Agent or otherwise may be changed from time to time as deemed necessary and appropriate by the Company and shall be done so with good faith in all dealings and in accordance with this Agreement to the fullest extent allowed and in regard to any and all applicable laws.

1.18 **Accounting**– The Company shall keep and maintain accurate books and records at all times in accordance to GAAP (Generally Accepted Accounting Principles) and any applicable laws utilizing a method that shall be determined by the Board. This method may be amended by the Board from time to time in good faith and for proper business purposes in a manner to benefit the Company but always in accordance with GAAP and any applicable laws. A K-1 shall be provided for each Member as is necessary in accordance with all applicable laws. Any records that a Member obtains in regards to

this section must be held to the strictest of confidence in accordance with the confidentiality terms of this Agreement and in accordance with all applicable laws.

1.19 **Records** - Any Member shall have access to this Agreement, the Certificate of Organization and such other related records which may be of reasonable importance to a Member as they may specifically relate to their Shares or are required to be released by the terms of this Agreement or applicable law as long as such a request is made in writing to the Company with at least 5 business days of advance notice and is done so at the sole cost and expense of the Member requesting such records. Any records that a Member obtains in regards to this section must be held to the strictest of confidence in accordance with the confidentiality terms of this Agreement and in accordance with all applicable laws.

1.20 **Banking** - All banking shall be done under the name of the Company and such accounts shall be started, maintained and amended as may be needed for business purposes from time to time by the Board or an assignee of the Board. Any records that a Member obtains in regards to this section must be held to the strictest of confidence in accordance with the confidentiality terms of this Agreement and in accordance with all applicable laws.

Article 2 – Duration

2.1 **Dissolution** – The Company shall continue in perpetuity until it is dissolved and its business wound up in accordance with the terms of this Agreement. In order for a dissolution to occur there must be Board and Member approval in accordance with this Agreement and/or the Company may be dissolved due to a legal decree and/or the Company may be dissolved due to an event which causes the termination of membership for all the Members which may be caused for any reason included but not limited to; bankruptcy, expulsion, retirement, death, incapacitation, and/or resignation.

2.2 **Liquidation** – Upon any event and in accordance with the terms of this Agreement if the Company is dissolved a liquidation shall occur with respect to the Massachusetts Limited Liability Company Act and will occur in a reasonably expedient and orderly manner. The liquidation shall be directed by the Board and if none of the Board is able to complete such a liquidation it shall be completed by the Members or an assignee of the last remaining Member which assignee shall be deemed the Liquidating Agent. The Liquidating Agent shall have full authority and right in relation to all of the assets and liabilities of the Company as it relates to the liquidation and may distribute Company assets or property to a/the Member(s) subject to a lien and all applicable laws and regulations. The Liquidating Agent shall complete the liquidation in a reasonably expedient and orderly manner and will have the right to sell or distribute any securities or other non-cash assets at a price and by the terms of; this Agreement, applicable law and to the best judgement and good faith of the Liquidating Agent. The Liquidating Agent or entity shall be able execute all actions and/or documents required for the liquidation to occur. The Liquidating Agent may also assign powers and authority as may be required from time to time to another person or entity for the liquidation to occur. An approved expense of liquidation may be the reasonable compensation of the Liquidating Agent and/or their assignee. Upon the completion of the liquidation of the Company the assets of the Company shall be distributed in an expedient manner first to satisfy all debts/liabilities of the Company and pay all creditors of the Company in accordance with the terms of this Agreement and all applicable laws. Upon the settlement of the aforementioned debts/liabilities of the Company any remaining assets shall be distributed to the Members in accordance with this Agreement as it applies to any and all distributions paid by the Company.

Article 3 – Terms and Conditions Applicable to Members

3.1 **Members** – The Members of the Company shall be identified in Appendix A and may be amended from time to time by a Majority vote of the Board. A "Member" shall be in accordance with the meaning as defined by the Massachusetts Limited Liability Company Act. The identification of each Member along with their contact information shall be listed in Appendix A and each Member shall notify the Company immediately upon any change to their information in Appendix A. Appendix A will then be modified by a member of the Board or their assignee having authorization to make such a change to continue accuracy in Appendix A. Any alteration to Appendix A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Appendix A shall be deemed a reference to Appendix A as it is in effect at

that time. The Members shall only have such rights in regards to the Company as specifically detailed in this Agreement and as required by the Massachusetts Limited Liability Company Act unless those rights directly conflict with the rights expressly granted to such Members as part of this Agreement. There shall be no addition of new Members to the Company until the Board has approved such Member to be admitted as a new Member of the Company and such Member has executed this Agreement and/or other agreements that may be reasonably required at the time as deemed by the Board.

3.2 **Company Interests** - Except as otherwise specifically disclosed in this Agreement, no Member shall;

a. be entitled to receive any return or interest on such Member's Capital Contribution.
b. be entitled to withdraw any or all of any Capital Contribution or to receive any distribution from the Company.
c. be deemed a creditor with respect to distributions from the Company.
d. have the right to demand or receive property other than cash or a cash equivalent (check, wire, ACH, money order, etc.) in return for its Capital Contributions.
e. have any priority over any other Member with respect to any returns or distributions.

No property of the Company shall be deemed to be owned by any Member individually and shall be strictly owned solely by the Company. This does not apply to the Shares which shall be constituted personal property of the Member with full rights of the Member except as restricted by this Agreement. The rights and interest of each Member to the future profits, income, and/or distributions of the Company are strictly limited to those defined in this Agreement.

3.3 **Management and Voting** - No Member in their capacity shall have;

a. the right to vote or to participate in the management, operation or control of the business dealings of the Company or to vote to have the Company dissolved except as expressly detailed in this Agreement.
b. any right, power or authority to transact any business in the name of the Company, bind the Company or to act for or on behalf of the Company.

Except as expressly described in this Agreement no action or dealings of the Company shall require approval by the Members. Whenever power is permitted by this Agreement to be taken by the Members to approve and such action has in fact been approved by the Members only then is an action deemed valid. The Board shall be elected by the Members in accordance with the terms of this Agreement.

3.4 **Member Liability** – Any Member who receives a distribution which is deemed in violation of the Massachusetts Limited Liability Company Act shall be liable to the Company for the full amount of such a distribution as described in the Massachusetts Limited Liability Company Act. Except as defined in the Massachusetts Limited Liability Company Act the debts, obligations and liabilities of the Company whether arising in contract, tort or otherwise shall be solely the debts, obligations and liabilities of the Company and no Member shall be obligated personally only by reason of being a Member in accordance with this Agreement. Without limiting the foregoing, the failure of the Company to observe any requirements relating to the exercise of the Company's business under this Agreement or the Massachusetts Limited Liability Company Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

3.5 **Member Power** - Except as expressly described in this Agreement no Member shall in their capacity take part in the day-to-day management, operation or control of the business of the Company or have any right, power or authority to transact any business or bind the Company or to act for or on behalf of the Company.

3.6 **Asset Division** – All Members waive all rights at law or in equity or otherwise to require a division of Company assets into individually owned assets.

3.7 **Member Investment** - All Members hereby represent and warrant to the Company and acknowledge that;

a. they have such knowledge and experience in financial and business matters that it is/they are capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto.

b. they are able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that except in connection with a Permitted Transfer in accordance with the applicable terms of this Agreement it has no right to withdraw and/or have its Shares repurchased by the Company.
c. they have acquired or are acquiring Shares in the Company for investment only and not with a view to or for resale in connection with, any distribution to the public or public offering thereof.
d. they are either an "accredited investor" (as defined in Rule 501 under the Securities Act) or a sophisticated non-accredited investor and understand that the Shares in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws, or in accordance with an applicable exemption therefrom and the provisions of this Agreement have been complied with.
e. the execution, delivery and performance of this Agreement does not require the Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to the Member, any provision of the Member's charter, by-laws or other governing documents or any agreement or instrument to which the Member is a party of or by which it is bound.

3.8 **Confidential Information** - The Company and all Members shall not use or disclose to third parties any Confidential Information received from the Company or from any other Member for any reason other than;
a. for the benefit of the Company as determined by the Board.
b. the use by a Member to monitor or exercise their rights with respect to their Shares in the Company.
c. as required by law (including but not limited to; legal proceeding, government authority, order of a court/arbitrator/mediator) or in connection with any legal proceedings to which a Member and the Company are parties.
d. to legal and financial counsel for the Member.
e. in connection with the enforcement of this Agreement or rights under this Agreement.

With great consideration of the foregoing, a Member that is an entity holding Investor Shares may disclose Confidential Information to;

a. any former, current or prospective partners.
b. those who retain an economic interest (including but not limited to; managers, management companies, equity owners, employees, directors, officers, lenders) in the Member.

The foregoing disclosures can only be made on a need to know basis and in connection solely to the previously described purposes and with the same confidentiality restrictions as described in this Agreement. These restrictions shall continue in perpetuity for all Members regardless of their status as a Member of the Company.

These restrictions shall not apply to any information which is;

a. generally available to the public other than by a disclosure of a Member.
b. already in receipt of an entity prior to any disclosure by a Member as evidenced in writing.
c. lawfully disclosed by a party not bound or known to be bound by this confidentiality clause.
d. deduced by the party without disclosure by a Member as evidenced in writing.
e. required by law (including but not limited to; legal proceeding, government authority, order of a court/arbitrator/mediator) to be disclosed as long as the Member notifies the Company of any such disclosure immediately and reasonably cooperates with the Company if the Company wishes to secure a protective order or other remedy to prevent such disclosure and release the bare minimum of Confidential Information as deemed necessary by law.

With respect to the foregoing this Agreement does not prevent or attempt to prohibit or encumber any Member from reporting the violation of a state, local or federal law or regulation to the respective government agency who oversees such violations including but not limited to; Congress, the SEC, the DOJ, Inspector or Attorney General, or any other

authority having jurisdiction especially as it relates to protections under whistleblower provisions in federal law and no Member or other entity shall be required any previous authorization nor notification to the Company or any Member to make such a disclosure. This Agreement does not intend to restrict or interfere the immunity detailed by 18 U.S.C. Section 1833(b) for disclosures of trade secrets to government officials for the sole purpose of reporting a potential violation of law or regulations.

3.9 **Privileges to Information** - The Board shall present or assign a person to present to each Member the following Confidential Information as soon as is realistically feasible including but not limited to;

a. a report of the major activities of the Company in the previous year with special consideration of financial performance of the company including but not limited to; budget comparisons, costs, distributions, revenues, unaudited financials (including but not limited to; balance sheet, profit and loss, and cash flow report) in accordance with GAAP and with great consideration to present accurate reports which fairly describe the material financial status and performance of the Company.
b. a report of the Operating Plan, proposed budget, and capital expenditure plan for the following fiscal year no later than by the end of the first quarter of that fiscal year.
c. any information which could reasonably be determined to have a significant material adverse effect on the Company or its financial position or performance.
d. other information as is reasonably requested and in good faith from time to time by a Member.

Members shall have the right to visit and observe the Company's facilities and operations as well as discuss the Company's business dealings with an officer of the Company as long as the following stipulations are met including but not limited to; notice of at least 5 business days is given in writing, this does not occur more often than once per quarter, such meeting and observation occurs during normal business hours (9AM – 5PM local time) and is not longer than 2 hours in length. The request and subsequent aforementioned meeting and observation may be denied by the Company if the Member is deemed as a competitor of the Company by the Board or is a violation of a law or regulation and must be disclosed to the Member in writing at least 24 hours before such meeting or observation is to take place. All privileges to information shall be null and void to all Members if the Company is sold to another entity.

3.10 **Additional Shares and Members** – Members may be granted or purchase additional Shares and new Members may be added to the Company at the discretion of the Board and subject to the terms of this Agreement.

3.11 **Resignation** – If a Member wishes to resign they must notify the Company in writing at which point the Board will consider such a request and make a determination if a resignation and subsequent withdrawal shall be permitted. Any Member who attempts to withdraw or resign without the approval of the Board may be deemed by the Board to no longer be a Member of the Company therefore not having the rights and privileges that other Members may have including but not limited to any and all distributions and/or payments. A Transfer shall not be deemed a resignation nor withdrawal as it relates to this section but must be done in accordance with all terms in this Agreement.

3.12 **Vesting of Common Shares** – The Board who shall be the original Members of the Company and therefore the Members who hold Common Shares shall be subject to the following vesting schedule;

a. 10% of the Board member's Shares shall vest immediately upon the execution of this Agreement.

b. 25% of the Board member's Shares shall vest immediately upon the Company receiving final licensure approval from the CCC for their first CCC issued license.

c. The remaining Shares of the Board member shall vest on a 3 year schedule in the following manner; 33.3% of the remaining Shares shall vest on the 1st year anniversary of the execution of this Agreement by such Board member, the following 33.3% of the remaining Board member's Shares shall vest on the 2nd year anniversary of the execution of this Agreement by such Board member, and the remaining 33.4% of the remaining Board

member's Shares shall vest on the 3rd year anniversary of the execution of this Agreement resulting in the Board member's Shares being fully vested.

d. Notwithstanding the foregoing a Board member's Shares shall vest in full at 100% when the Company has generated $10MM in revenue.

e. Notwithstanding the foregoing a Board member's Shares shall vest in full at 100% if there is a Sale of the Company or a Liquidation Event.

3.13 **Buyout and Walkaway Rights and Restrictions of Common Shares** – If a member of the Board determines in their sole discretion to walkaway and therefore resign from the Company they shall release all their Common Shares back to the Company in consideration for the following fair market value schedule;

a. If such member of the Board resigns from the Company and demands to be paid for their Common Shares after the execution of this Agreement but before the receipt of final licensure approval from the CCC for the Company's first CCC issued license the vested Shares of the Board member shall be paid for in cash (or cash equivalent such as check, wire, ACH, etc.) by the Company at 10% of the fair market value of such Shares as determined by a qualified third party (which shall be paid for equally by the Board member and the Company) and via an installment plan as deemed appropriate in the sole discretion of the Company but not to exceed 5 years from the date of resignation.

b. If such member of the Board resigns from the Company and demands to be paid for their Common Shares after the receipt of final licensure approval from the CCC for the Company's first CCC issued license but before the 1st year anniversary of the issuance of such license the vested Shares of the Board member shall be paid for in cash (or cash equivalent such as check, wire, ACH, etc.) by the Company at 25% of the fair market value of such Shares as determined by a qualified third party (which shall be paid for equally by the Board member and the Company) and via an installment plan as deemed appropriate in the sole discretion of the Company but not to exceed 5 years from the date of resignation.

c. If such member of the Board resigns from the Company and demands to be paid for their Common Shares after the 1st year anniversary of the receipt of final licensure approval from the CCC for the Company's first CCC issued license but before the 2nd year anniversary of the receipt of final licensure approval from the CCC for the Company's first CCC issued license the vested Shares of the Board member shall be paid for in cash (or cash equivalent such as check, wire, ACH, etc.) by the Company at 50% of the fair market value of such Shares as determined by a qualified third party (which shall be paid for equally by the Board member and the Company) and via an installment plan as deemed appropriate in the sole discretion of the Company but not to exceed 6 years from the date of resignation.

d. If such member of the Board resigns from the Company and demands to be paid for their Common Shares after the 3rd year anniversary of the receipt of final licensure approval from the CCC for the Company's first CCC issued license the vested Shares of the Board member shall be paid for in cash (or cash equivalent such as check, wire, ACH, etc.) by the Company at 75% of the fair market value of such Shares as determined by a qualified third party (which shall be paid for equally by the Board member and the Company) and via an installment plan as deemed appropriate in the sole discretion of the Company but not to exceed 7 years from the date of resignation.

Article 4 – Capital Contributions, Distributions

4.1 **Contributions** - The Members shall not be entitled to receive any interest on any Capital Contributions made to the Company. Except for the provisions in this Agreement Members shall not be allowed to withdraw any part of their Capital Contribution to the Company nor be entitled to any distributions or repayment of their Capital Contribution or any part thereof. All Capital Contributions that have been made by a Member as of the effective date of this Agreement shall be detailed in Appendix A and shall be updated from time to time with the addition of new Members along with the Capital Contributions they have made. Additional Capital Contributions shall be allowed as Investor Shares subject to the terms of this Agreement and the approval by the Board of such a contribution at a price determined by the Board at the time such a contribution is being considered up to the total number of authorized Shares. Appendix A shall be held in strict confidence by the Board and may not be released to any Members unless deemed appropriate by the Board.

4.2 **Distributions** – In accordance with all federal, state and local laws that may apply the Company shall make distributions of Distributable Cash (if any) to the Members pursuant to the terms and conditions of this Agreement within 45 days of the last day of each fiscal quarter in amounts that are determined by the Board. Distribution amounts that Members receive shall be at a pro rata basis in proportion to the number of Shares held by each Member. Any distributions resulting in a voluntary or involuntary liquidation or dissolution shall first be paid to any Members who hold Investor Shares proportionally to the Member's Shares and their Unreturned Capital Amounts. Secondly distributions shall go to all Members on a pro rata basis proportionally to the number of Shares currently held by each Member. Regardless of the foregoing and any other terms in this Agreement the company may withhold any applicable federal, state or local taxes in accordance with the law at the time such a distribution is being made and such withholding shall count as part of the distribution made to the Member. If the amount of the distribution is insufficient to satisfy the Company's withholding requirements by law then any amount which the Company pays shall be deemed an interest-free loan to the Member by the Company and shall be payable to the company within 10 day written notice from the Company to such a Member or by withholding from a future distribution at the discretion of the Board. All Members agree that they shall procure any document or provide any information that may be needed to the Company for tax reasons.

Article 5 – Transfers

5.1 **Prohibited Transfers** – Except as detailed in this Agreement and in accordance with all applicable laws no Member shall directly or indirectly Transfer (which shall have the following meanings) including but not limited to; sell, exchange, gift, assign, pledge, distribute, lien, trust, create a security interest or otherwise encumber or dispose of any Shares owned by such a Member. Any such Transfer that may occur in violation of this Agreement shall be deemed null and void and of no force or effect whatsoever. Furthermore, the Company shall not record any such Transfer in its records nor books nor treat the receiving entity as a Member nor as an owner of such Share for any reason or purpose. A Transfer to an Investment Company as it is defined in the Investment Company Act of 1940 or which requires the Company's securities to be registered federally under federal securities law shall be strictly prohibited. Any Transfer that is to an entity which is deemed a competitor by the reasonable judgment and sole discretion of the Board shall be strictly prohibited. Any Transfer in which the receiver is a vendor or customer of the Company as deemed by the reasonable judgment and sole discretion of the Board shall be strictly prohibited. Any Transfer to a person that has been or could be subject to an Adverse Suitability Determination shall be strictly prohibited. If the Transferring Member is a "controlling person" of the Company as defined by 935 CMR 500.050 then a Transfer to another person who holds a cannabis license in Massachusetts shall be strictly prohibited.

5.2 **Allowable Transfers** - Any Transfer permitted by this Agreement shall be deemed an "Allowable Transfer" and the receiver of such Shares shall be deemed an "Allowable Transferee." An Allowable Transfer shall be any Transfer from any Member to their spouse, children, siblings, siblings' children, trust, family limited partnership, family LLC, or similar family entity. Upon the death of any Member a Transfer to the Member's heirs, administrators, trust or executors in accordance with the Member's will shall be an Allowable Transfer. Any Member which is not a natural person such as an LLC for example a Transfer to one of the general partners, members, stockholder or assignee(s) shall be an Allowable

Transfer. All Allowable Transfers in accordance with this agreement shall be effective at 11:59 PM PST on the day on which the Transfer was executed by legal document and the Company shall make all further distributions with regards to this Agreement to the Allowable Transferee from that date and time forward. All Allowable Transfers must be pursuant to all applicable laws and regulations.

5.3 **Requirements of Allowable Transfers** – If the Allowable Transferee is not already a Member then the receiver shall execute this Agreement and be bound to all the terms and conditions herein and subsequently shall be deemed an assignee from the Member and although they shall receive distributions they shall not have the other rights of a Member (such as voting rights) in accordance with this Agreement. Specifically as it relates to the Transfer of Shares due to a divorce or otherwise ending of a marital relationship the former spouse of the Member may obtain some or all of the Member's shares in accordance with the settlement of the divorce or court decree and such Shares shall have the financial benefit such as distributions but such Shares shall not have any voting rights or other rights afforded to the original Member whether the Shares are Investor Shares or Common Shares.

5.4 **Right of First Refusal** – If a Member proposes to Transfer any of his/her/its Shares of the Company not in accordance with section 5.2 of this Agreement then such Member shall give written notice of such an intention to the Company known as the Transfer Notice. The Transfer Notice shall include details of the proposed Transfer including but not limited to; the consideration for the Transfer, the nature of the Transfer, the number and class of Shares of the Transfer, the price per Share of the Transfer, the identification and contact information of the Proposed Transferee (including but not limited to; the name, address, phone and email address), and a binding written document from the Proposed Transferee which outlines the aforementioned terms and details of the proposed Transfer. From the date the Company receives the Transfer Notice of a Proposed Transfer the Company and the Board shall have 20 days and full rights (Right of First Refusal) to purchase all or any portion of the Shares proposed to be transferred at the same price and under the same terms and conditions as detailed in the Transfer Notice. If the Company and/or the Board does in fact decide to move forward with such a Transfer written notice of this decision shall be given to the Transferring Member no later than 20 days from when the Company received the Transfer Notice. If the Company and/or the Board decides not to exercise its Right of First Refusal and purchase all or some of the Shares written notice of this decision shall be given to the Transferring Member no later than 20 days from when the Company received the Transfer Notice. Once the Company and/or the Board has made its decision (whether it be to purchase or not purchase the Shares) and has given written notice to the Transferring Member the other Members of the Company shall have an opportunity for a period of 10 days to purchase all or any portion of the Shares proposed to be transferred at the same price and under the same terms and conditions as detailed in the Transfer Notice. If a Member does in fact decide to purchase all or any portion of the Shares then the Member who shall be the receiver of the Shares shall notify the Company and the Transferring Member in writing no later than the aforementioned 10 days. If multiple Members wish to purchase all or any portion of the Shares then the rights to purchase said Shares shall be divided proportionally among those Members in accordance with their current ownership level of all Shares unless a different distribution of Shares has been agreed upon by the Members who wish to purchase all or any portion of the Shares. Once a final determination is made on which Member(s) shall purchase the Shares in accordance with the aforementioned timeline a Closing Notice shall be delivered to the Company by all parties within 10 business days of the foregoing unless otherwise authorized by the Company to allot for more time for the transaction details to be solidified. The Closing Notice shall detail; the date on which the transaction shall occur which shall not be less than 5 days after the Closing Notice nor greater than 15 days after the Closing Notice unless authorized by the Company to allot for more time, the total number of Shares to be purchased and the Members to which the Shares will go to, the total purchase price of the Shares and the purchase price per Share to each Member. At the closing the purchaser of the Shares shall pay for the Shares via wire transfer or another form of immediately accessible funds to an account that is designated by the Transferring Member and the Transferring Member shall provide such written documents as may be necessary to effectuate the Transfer. A lien waiver or proper evidence of good title to the Shares may be requested by the purchaser(s) and shall be provided by the Transferring Member to the satisfaction of the purchaser. The Right of First Refusal as described in the foregoing may be assigned by a Member to their assignee in accordance with this Agreement. If the Company and/or the Board and/or the Members

elect to purchase some but not all of the proposed Shares the total number of Shares the Member may sell to the new Member shall be reduced accordingly. Any sale of Shares must be completed within 90 days of the Transfer Notice unless extended by written instrument by the Company and any Shares not sold within 90 days of the Transfer Notice shall be the full possession of the Member at which point the Member must restart this foregoing process. If the Permitted Transferee is not already a Member then the transferee shall execute this Agreement and be bound to all the terms and conditions herein. This section shall have no force or effect upon the Sale of the Company.

5.5 **Right of Co-Sale** – If during the pursuit of the Transfer of Shares in accordance with this Agreement it is determined that the Proposed Transferee wishes to purchase more Shares than the Transferring Member has ownership of the Board shall have the first right to sell their Shares for a period of 5 days after which point the other Members shall be notified in writing of their option and right to sell their Shares to the Proposed Transferee in accordance with the details and terms of the Transfer Notice as described above. Such notice shall be delivered to the Company and the Members by the Transferring Member within 5 business days of the expiration of the 20-day timeline detailed in section 5.4 of this Agreement with respect to the Right of First Refusal. If the Company and/or the Board and/or additional Members wish to participate in such a Transfer they must give the Transferring Member and the Company written notice (defined as an Inclusion Notice) detailing their will to do so along with the number of Shares they wish to sell within 10 business days of receiving the aforementioned notice of their option to sell some of their Shares. All Shares sold as part of a Co-Sale as described by this Agreement must be transferred under the same terms and conditions with the same price and consideration as detailed in the Transfer Notice. If there are more Members and therefore Shares that wish to be sold under the same terms and conditions as this Transfer Notice to the Proposed Transferee first the Transferring Member shall sell their number of Shares as originally agreed upon between the Transferring Member and the Proposed Transferee and secondly the Board shall sell their number of Shares as they so wish and thirdly the other Members who wish to participate in the Co-Sale shall be able to sell a number of their Shares proportional to the total number of Shares the Proposed Transferee wishes to purchase above and beyond what they are purchasing from the Transferring Member and/or the Board and the relative proportional total number of Shares the Member holds against all other Members wishing to participate in the Co-Sale not inclusive of the Transferring Member and/or the Board. Once it is determined all Members who shall participate in such a sale the Transferring Member shall deliver to the Company and all Members written notice (defined as the Co-Sale Notice) in accordance with this Agreement and pursuant to the aforementioned Transfer Notice in line with all of its details. The Co-Sale notice shall describe the same details as a Transfer Notice including but not limited to; the consideration for the Transfer, the nature of the Transfer, the number and class of Shares of the Transfer, the price per Share of the Transfer, the identification and contact information of the Proposed Transferee (including but not limited to; the name, address, phone and email address), and a binding written document from the Proposed Transferee and all Members participating in the Transfer which outlines the aforementioned terms and details of the proposed Transfer along with a closing date that is no less than 5 days after the Co-Sale Notice and no later than 15 days after the Co-Sale Notice. At the closing the purchaser of the Shares shall pay for the Shares via wire transfer or another form of immediately accessible funds to the accounts that are designated by the Members and/or the Board who are participating in the Co-Sale and the Members and/or the Board participating in the Co-Sale shall provide such written documents as may be necessary to effectuate the Transfer. A lien waiver or proper evidence of good title to the Shares may be requested by the purchaser(s) and shall be provided by the Transferring Member and all other Members and/or the Board participating in the Co-Sale to the satisfaction of the purchaser. All Members and/or the Board participating in the Co-Sale shall have all the same terms and conditions set forth in the Co-Sale Notice and also shall have the same security with such a transaction. Any sale of Shares must be completed within 90 days of the Co-Sale Notice unless extended by written instrument by the Company and any Shares not sold within 90 days of the Co-Sale Notice shall be the full possession of the original Member at which point the original Member must restart this foregoing process including of the Right of First Refusal process as detailed in section 5.4. If the Permitted Transferee is not already a Member then the transferee shall execute this Agreement and be bound to all the terms and conditions herein. This section shall have no force or effect upon the Sale of the Company.

5.6 **Failure to Comply** – Any Transfer that may occur in violation or not in accordance with the terms and conditions set forth in this Agreement shall be deemed null and void and of no force or effect whatsoever. Furthermore, the Company shall not record any such Transfer in its records nor books nor treat the receiving entity as a Member nor as an owner of any Shares for any reason or purpose. All parties that participate in a Transfer in violation or not in accordance with the terms and conditions set forth in this Agreement acknowledge and consent that such an act could cause a material adverse effect to the Company or to other Members for which financial damages alone could not adequately compensate and therefore agree unconditionally and irrevocably that any non-breaching party shall have the right to seek an injunctive relief, protective order and/or other remedies that may be available at law or in equity including but not limited to the rescission of the purchase. The Company shall also reserve the right and option in addition to all other remedies that it may have that if any Transfer is attempted not in full compliance with this Agreement the Company may elect to purchase such Shares from the Transferring Member for a period of 90 days from the awareness of such a transaction at the price that the alleged transaction was to occur and then remit such Shares to the name of the Company and any Member shall have the same rights at the determination and sole discretion of the Company. Furthermore any failure to comply with this Agreement in such a transaction shall cause the offending party to make whole the Members and/or the Company for its out of pocket expenses and reasonable attorney's fees in relation to such a Prohibited Transfer.

5.7 **Sale of the Company** – A Sale of the Company shall mean either a transaction that qualifies as a Liquidation Event or a single or multiple transactions in which an entity (including but not limited to; a single person, group of people, trust or company) purchases more than fifty percent (50%) of the total Shares of the Company. An Approved Sale shall be one in which the Majority of the members of the Board and the Majority of the Investor Shares are voted to approve such a transaction and written notice (known as the Approved Sale Notice) of such voting results are delivered to all Members. The Approved Sale Notice shall detail similar details as would be provided in a Transfer Notice including but not limited to; the consideration and terms of the consideration for the Sale of the Company, the nature of the Sale of the Company, the number and class of Shares of the Sale of the Company, the price per Share of the Sale of the Company, the identification and contact information of the purchaser (including but not limited to; the name, address, phone and email address), a binding written document from the purchaser, the expected location and date of the closing of the Sale of the Company, and any other material facts relevant to the Sale of the Company. All Members agree to the following as it relates to an Approved Sale;

a. vote all Shares in a manner conducive to expedite an Approved Sale and vote in opposition of any proposal that could delay or encumber such a sale to occur.
b. to sell all Shares proportional to the Approved Sale number of Shares in proportion to the total number of Shares outstanding at that time and with the same terms and condition as the Approved Sale shall dictate.
c. in an expedient manner to take action and execute any and all documents as may be necessary to support the Approved Sale as shall be reasonably requested by the Company or the purchaser (including but not limited to; purchase agreement, merger agreement, transfer agreement, escrow agreement, indemnity agreement, documents of conveyance, government filing, waiver, consent, or other related or similar documents as may be required) without adverse binding upon the Member.
d. in accordance with this Agreement not to deposit any Shares in a voting trust or encumber the voting rights of such Shares unless requested to do so by the Company or the purchaser in connection with the Approved Sale.
e. refrain from exercising any appraisal rights and refrain from exercising any dissenter rights.

If the consideration for the Shares in accordance with an Approved Sale are any securities that would require the registration of such or the delivery to any Member of any information other than information that a reasonable issuer would generally provide in an offering made to "accredited investors" as defined in Regulation D under the Securities Act or sophisticated non-accredited investors pursuant to an exemption by Regulation 506(b), the Company may pay the Member cash (or cash equivalent) in lieu of such securities at fair market value (as determined by the Board) of the securities which such Member would otherwise have received.

5.8 **Exceptions to the Requirements to Follow the Actions Listed Above** - Notwithstanding the foregoing a Member shall not be required to follow the actions listed above in connection with an Approved Sale unless:

a. any agreements, warranties, indemnities, and representations made by such Member shall be made severally and not jointly and such representations shall be limited to those related to the ownership, authority, and ability to transfer title of such Member's Shares including but not limited to representations and warranties that such Member holds all right, title and interest in and to the Shares and such Member purports to hold said Shares free and clear of all liens and encumbrances.
b. the obligations of such Member in connection with the Approved Sale have been duly authorized and executed (if applicable) and are enforceable against such Member in compliance with their respective terms.
c. neither the execution nor the delivery of documents to be entered into by such Member in connection with the Approved Sale nor the performance of such Member's obligations will cause a violation by such Member of the terms of any applicable; law, judgment, decree or order of any court or governmental agency.
d. such Member shall not be held liable for the accuracy or lack thereof of any representations or warranty made by another party in connection with the Approved Sale except to the extent that funds may be paid out of an escrow established to cover such an inaccuracy of representations and warranties of the Company.
e. the liability for indemnification of such Member in the Approved Sale is several and not joint with any other Member except to the extent that funds may be paid out of an escrow established to cover such an inaccuracy of representations and warranties of the Company and is proportional to the consideration paid to such Member in connection with an Approved Sale.
f. liability shall be limited to such Member's proportional share of the aggregate negotiated indemnification amount which applies equally to all Members but does not exceed the amount of consideration actually paid (or due to be paid) to such Member in connection with an Approved Sale except with respect to claims related to fraud by such Member.
g. upon the closing of the Approved Sale each Member of each class of Shares will receive the same form and amount of consideration on a per Share basis and if the Approved Sale is not for all Shares then the consideration receivable by all Members of a particular class of Shares shall be allocated proportionally amongst such Members in relation to their Shares.

If the Approved Sale is a Liquidation Event then the aggregate consideration receivable by the Members shall first be paid to any Members who hold Investor Shares proportionally to the Member's Shares and their Unreturned Capital Amounts and secondly shall be paid to all Members on a pro rata basis proportionally to the number of Shares currently held by each Member (this does not supersede the vesting schedule in section 3.12 in which a Liquidation Event would force all Shares of the Board to vest at 100%). As security for the performance of the obligations of each Member in accordance with this Agreement and in connection with an Approved Sale all Members hereby agree and grant to the Company with authority of substitution an irrevocable proxy to vote all Shares in favor of the Approved Sale and the power of attorney to the Company on behalf of all Members to execute any written documents as may be needed to effectuate the Approved Sale. This proxy shall cease upon the termination or finalization of negotiations in regards to the applicable Approved Sale.

5.9 **Preemptive Rights** – In accordance with this Agreement the Company shall grant all Members who are "accredited investors" as defined in Regulation D under the Securities Act or sophisticated non-accredited investors pursuant to an exemption by Regulation 506(b) a right to purchase new Shares that the Company may propose to sell or issue from time to time. Upon the issue of new Shares, the Company must first have received an offer to purchase such shares from a prospective purchaser. The Company may then offer to sell such Shares by giving all Members written notice (known as the Offer Notice) detailing the proposed transaction including but not limited to; the terms of the purchase, the price of the shares, the number of Shares, a binding written document from the proposed purchaser detailing the offer to purchase such Shares and the name of the proposed purchaser. All Members shall have the right to purchase such Shares at the price and with the terms for a period of 15 days after the Offer Notice has been delivered to all Members. Any Member who wishes to exercise this right and purchase such Shares shall give written notice to the Company before

the ending of the aforementioned 15-day time period and failure to deliver such notice shall be deemed an irrevocable waiver by a Member to exercise these purchase rights. If more than one Member wishes to purchase such Shares they shall be divided equally amongst such Members proportionally to their currently held number of Shares. If a Member or multiple Members wish to purchase some but not all of the Shares this shall only be allowed if the proposed purchaser agrees to such a transaction otherwise the proposed purchaser retains the right to purchase all such Shares. Immediately following the 15 days after the Offer Notice has been delivered to all Members the Company shall have a period of 60 days to close on the sale of such Shares to the prospective purchasers as detailed in the Offer Notice and in accordance with the applicable terms therein and this Agreement. In the event the closing has not occurred within the 60 days the Board may grant an extension for the transaction of up to 30 days by a unanimous affirmative vote of the Board. If the closing of the sale has not occurred within the aforementioned 90 day period of time then the Offer Notice and the subsequent offer to sell by the Company and buy by the proposed purchaser such Shares shall be nullified and any further offer to purchase such Shares shall restart the process as outlined in this Agreement. This section shall have no force or effect upon the Sale of the Company.

5.10 **Company Rights to Repurchase** – The Company shall have the right to repurchase all Shares from a Member in accordance with this Agreement and all applicable laws at a fair market value for the Shares at the time of repurchase if any Member;

a. shall have an Adverse Suitability Determination placed upon them.
b. are a controlling person (as defined by 935 CMR 500.050) of the Company and become a controlling person of another cannabis company in the Commonwealth of Massachusetts.
c. a Cannabis regulatory agency or other governmental body requires the Company to do so.
d. a Cannabis regulatory agency or other governmental body is severely delaying the renewal or issuance of any license to the Company due to their concern of such Member.

This repurchase can be made by the Company by paying the Member by check, cash, wire transfer, or promissory note (with a 10-year term at a 3% interest rate).

5.11 **Replacement of Members** – A receiver of a Share shall have the right to become a replacement Member only with Majority approval by the Board except a Permitted Transferee who shall upon such Transfer and in accordance with this Agreement automatically become a replacement Member with regard to the Shares Transferred. Any such substitute Member shall not release the former Member from any liability that such Member may have to the Company.

[Remainder of page intentionally left blank]

WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above without any induction made by any party to enter into this Agreement.

The Company:

By:_____

Date: 9/4/2020

Craig Willett – CEO

By:_____

Date: 9/4/2020

Atul Patel – COO

By:_____

Date: 9/4/2020

Mikhail Glazomitskiy - CFO

Members with Common Shares

By:_____

Date: 9/4/2020

Craig Willett

By:_____

Date: 9/4/2020

Atul Patel

By:_____

Date: 9/4/2020

Mikhail Glazomitskiy

Members with Investor Shares:

By:

Name:

Date:

Appendix A – Members

Name	Contact Information	Capital Contribution	Common Shares Held	Investor Shares Held
Craig Willett	679 Washington St Ste8 #177 Attleboro, MA 02703 774-365-9039 cwillett@worcester.edu	$60,000.00	25,000	0
Atul Patel	28 Sanders Ave Seekonk, MA 02771 508-916-8447 patel.sattva@gmail.com	$60,000.00	25,000	0
Mikhail Glazomitskiy	9 Nathan Stone Ln Southborough, MA 01772 508-498-4838 mishaglazomitsky@gmail.com	$60,000.00	25,000	0

Appendix B – Definitions

Adverse Suitability Determination - a determination made by the CCC (or other regulatory body) that deems a person or entity as being unsuitable for licensure in the Commonwealth of Massachusetts pursuant to G. L. c. 94G, et. seq. and 935 CMR 500, et. seq.

Agreement – refers to this Operating Agreement of Regenerative, LLC.

Approved Sale – a sale or liquidation of the Company of at least 50% of all Shares of the Company which is voted and agreed upon by a Majority of the Board and the Investor Shares as described in section 5.7.

Approved Sale Notice – written notice supplied to all Members from the result of an Approved Sale as described in section 5.7.

Board – the Board of Directors for the Company as described in section 1.8.

Capital Contribution – aggregate amount of cash or other property given to the Company as described in Article 4 and Appendix A.

CCC – the cannabis governing body of the Commonwealth of Massachusetts known as the Cannabis Control Commission.

Certificate of Organization – document filed with the office of the Secretary of the Commonwealth of Massachusetts, Corporations Division which lists certain Members of the Company.

Closing Notice – written document provided to the Company detailing the Approved Transfer of Shares as described in section 5.4.

Common Shares – the ownership interest in the Company as described in section 1.6 and Appendix A.

Company – refers to Regenerative, LLC.

Confidential Information – all information, documents, knowledge, etc. provided to a person or entity in any manner (written or oral) that must not be shared with any other person or entity as described in section 3.8.

Co-Sale Notice - written document provided to the Company and all Members detailing the terms as described in section 5.5.

Distributable Cash – cash or cash equivalent that shall be paid to Members in accordance with this Agreement and all applicable laws and regulations as described in section 4.2.

Inclusion Notice - written document provided to the Company and all Members detailing the terms as described in section 5.5.

Investor Shares - the ownership interest in the Company as described in section 1.6 and Appendix A.

Liquidating Agent – the person or entity who shall be an assignee of the Members for the purpose of liquidating the

Company as described in section 2.2.

Liquidation Event - selling of at least 50% of all Shares of the Company as described in section 5.7.

Majority – signifies a percentage over 50%.

Members – a person or entity as listed in Appendix A.

Offer Notice - written document provided to all Members detailing the terms as described in section 5.9.

Operating Plan – document provided to all Members describing the budget and capital expenditure plan over a specified period of time.

Permitted Transfer – also defined as an Allowable Transferee as described in section 5.2.

Permitted Transferee – also defined as an Allowable Transferee is a person or entity that is receiving or purchasing Shares in accordance with this Agreement.

Personally Guarantee – an individual's legal promise and warranty to pay for a debt or other cost from their personal funds.

Prohibited Transfer – any Transfer of Shares that is not allowed by the Company and this Agreement especially as described in Article 5.

Proposed Transfer – a potential Transfer that has been officially offered in writing and wishes to be executed as described in Article 5.

Proposed Transferee – a person or entity that has officially offered in writing and wishes to execute a Transfer as described in Article 5.

Sale of the Company - a sale or liquidation of the Company of at least 50% of all Shares of the Company as described in section 5.7.

Share(s) – a unit of ownership in the Company as described in this Agreement especially as described in section 1.6.

Transfer – a sale or assignment of Shares as described in Article 5.

Transfer Notice - written document provided to the Company detailing the terms of a potential Transfer as described in section 5.9.

Transferring Member – the person or entity who wishes to Transfer some or all of their Shares as described in Article 5.

Unreturned Capital Amounts – the total amount of a Member's Capital Contribution less all distributions made to such Member.

Regenerative LLC

To Whom it may concern,

Regenerative LLC does not currently have any employees currently. We cannot register with the Department of Unemployment Assistance (DUA) until we are hiring employees. We will register with DUA as soon as we have payroll in compliance with Massachusetts law.

Sincerely,

Craig Willett

Craig Willett
CEO
Regenerative LLC
774-365-9039
CraigW@RegenerativeLLC.com
679 Washington St Ste8 #177
Attleboro, MA 02703

DocuSign Envelope ID: FE69A595-A803-4667-9A32-2CA52BF81CFC

Budrisk

72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: REGENERATIVE LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy will be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. REGENERATIVE LLC has purchased a bond through a surety bond brokerage with a limit in compliance with the Commission's request. We look forward to providing liability coverage to REGENERATIVE LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

DocuSigned by:
Jim Boynton
E4CD7E3F90A54A1...

James Boynton
Managing Broker
MA Insurance License #1842496

Regenerative LLC



Business Plan (v9.20)

Craig Willet - CEO
Atul Patel - COO
Mikhail Glazomitskiy - CFO

REGENERATIVE LLC – BUSINESS PLAN – STRICTLY CONFIDENTIAL
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Confidentiality

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This should not be misconstrued as an offer to sell nor as a solicitation of an offer to buy any securities.

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REGENERATIVE LLC – BUSINESS PLAN – STRICTLY CONFIDENTIAL

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1. Executive Summary

Regenerative LLC is a privately owned cannabis company that will have a differentiated approach to the cannabis market in Massachusetts by focusing on an outdoor cultivation along with processing, manufacturing and an indoor cultivation as well. Regenerative believes an outdoor cultivation will significantly reduce the costs associated with growing cannabis indoors therefore making our products more competitively priced in anticipation for the expected reduction in pricing in the cannabis industry in Massachusetts. Pricing has reduced in almost all other adult use markets as they have matured including but not limited to; CA, WA, OR, CO and Canada. Although MA has not seen a price reduction yet one is certainly on the horizon as supply and demand continue to come into a more balanced equilibrium and the market matures. Massachusetts has very few municipalities allowing outdoor cultivation therefore giving Regenerative an additional competitive advantage. By securing our HCA as an outdoor cultivation facility we will be one of the few in the Commonwealth of Massachusetts to be allowed this cultivation method at this time. The main focus of Regenerative LLC at this time will be to operate as an outdoor cultivator. Our HCA allows us to be an indoor cultivator and a product manufacturer therefore we also soon plan to seek a license from the CCC for indoor cultivation as well as a product manufacturer license with a longer-term goal of obtaining a delivery license.

Regenerative LLC will also be processing cannabis into oil in our state-of-the-art extraction lab and will be seeking a product manufacturer license therefore turning this oil into cannabis products including but not limited to; vape cartridges, topicals, prerolls, dabs, and edibles. The processing and manufacturing that Regenerative hopes to do shall be from the growth of our own cannabis as well as the cannabis from other licensed cultivators in the Commonwealth of Massachusetts. Regenerative believes that many of the manufactured products on the market such as edibles, vape cartridges, prerolls, dabs, and topicals can be improved. With our experienced team we will focus on manufacturing higher quality products leading to large demand for our products and setting a new standard in the industry ensuring a margin premium for Regenerative. Regenerative has witnessed many of the mistakes that other cultivators have made leading to a less than optimal product being produced forcing the cannabis to be extracted into oil instead of sold as flower. Many cultivators lack the knowledge, infrastructure and/or bandwidth to properly extract their cannabis however with Regenerative's experienced team we will be able to produce high quality and safe products for the adult use market.

Regenerative has successfully negotiated a Host Community Agreement (HCA) with the town of Uxbridge, MA and has hosted a successful Community Outreach Meeting. Along with the development of our practices and policies this has allowed Regenerative to pursue provisional licensure from the Cannabis Control Commission (CCC) as an outdoor and indoor cultivator.

Regenerative has also secured a 13-acre property in Uxbridge, MA where we plan to commence operations. This property is strategically located on the MA/RI border less than 1 mile from RT 146 serving all of Massachusetts with ease and with the capability of servicing the entire northeast if federal legalization allows for that to occur in the future. Our location is 30 minutes from Worcester, MA, 30 minutes from Providence, RI, 1 hour from NH, 2 hours from VT, 1 hour from Hartford, CT, 2.5 hours to Portland, ME and under 3 hours to NYC.

Regenerative will seek to pursue status as part of the Social Equity Program when the next cohort begins. The Social Equity Program has many benefits including but not limited to; reduced licensing fees, reduced METRC costs, free training and education, and access to additional resource. We believe by getting the SEP status this will drive more value to Regenerative LLC.

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2. Company Description

2.1. Vision Statement

Regenerative LLC is a cannabis cultivation, processing and manufacturing company. Regenerative LLC has a corporate model that uses organizational process coordination to create scalable operations to understand and react to future market supply and demand. Regenerative LLC's technical model uses world class manufacturing laboratory techniques along with quality assurance and quality control metrics to lead to higher yields and consistent quality. A marketing model that not only follows market trends but also future product and process sustainability. A financial model that allows the company to be financially independent through coordination with technical, planning, production and growth.

2.2. Company Mission Statement

To provide cannabis products with the highest quality standards, utilizing lineage methods for tracking and traceability, standard operating procedures, employee growth incentives and education, along with manufacturing cleanliness methods that are in line and on par with the food, medical, pharmaceutical, aerospace and automotive industries.

2.3. Company Resources and Scope (Keys to Success)

Regenerative LLC and its principle members are actively involved in the cannabis industry in Massachusetts today. Currently principle members are involved in the greenhouse and grow supply chain, serving local commercial growers throughout the Commonwealth. This gives Regenerative access to all new and current equipment, and materials that are required for a cultivation facility at a reduced cost. Regenerative LLC also has an engineering and technical prowess that has designed and developed multiple cultivation, manufacturing and processing labs (including hash, hydrocarbon, ethanol and butane) with development in accordance with all local and state requirements and regulations. In addition, Regenerative LLC also has industry experience in the design of manufacturing and production facilities, including corporate, quality, and supply/demand models. Furthermore our team has experience in building and scaling businesses successfully from start up in extremely competitive industries with complex regulations while driving profitability and financial efficiency. Regenerative LLC will use their experience and these principals to design and develop a successful and scalable cultivation, manufacturing and processing facility creating safe high-quality products while driving financial success. Our marketing model integrates our direct involvement in design and supply for the cannabis industry in Massachusetts, currently we are working with groups of retailers to secure sales and shelf space in multiple dispensaries with plenty of positive feedback to date.

2.4. Corporate Objectives

Regenerative LLC's objective is to commence operations with an outdoor cultivation, indoor cultivation, processing and manufacturing facility. We shall then utilize our profits from our operations to grow the facility into the maximum allowable canopy square footage per the state regulations. Initial capital will be used to develop the facility and profits will be used to operate, expand and improve the facilities as regulations change and time goes on. The property we have acquired is one of our strategic executions as it will allow us to expand this facility beyond the current state regulations if those regulations allow for more canopy without the need of acquiring an additional property and therefore garnering a new HCA.

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2.5. Strategic Objectives

Regenerative LLC will focus efforts on market analysis and data metrics to understand current supply and future demand. This will push the company to develop products and aim growth to hit the market assuring proper product availability and quality. These products will be aimed to handle future regulations, assuming changes in market supply/demand and profit. Regenerative LLC will also assume future integration into the federal model (including FDA and other strict governing firms).

2.6. Principal Members

1. Craig Willet – CEO
2. Atul Patel – COO
3. Misha Glazomitsky - CFO

2.7. Legal Structure

Regenerative LLC is a Limited Liability Company but shall be taxed as an S Corporation. Regenerative LLC shall operate under the license that will be granted by the Massachusetts Cannabis Control Commission (CCC).

3. Start-up Summary

Regenerative LLC is seeking to establish the following operations phased in over the next 3 years. The company is seeking capital both as debt and equity financing for the purpose of developing and constructing our facility, necessary capital expenditures for equipment and machinery, cultivation material, operating expenses, working capital, and other miscellaneous start-up expenses. Future phases shall be funded through retained earnings and profits from Regenerative LLC's operations and debt financing if needed.

Phase Scenarios

- Phase 1: 90,000 SF canopy of outdoor cultivation, 20,000 SF manufacturing and processing facility which includes a 5,000 SF canopy indoor cultivation.
- Phase 2: 50,000 SF canopy of outdoor cultivation, with 50,000 SF canopy indoor/greenhouse cultivation and a 20,000 SF manufacturing and processing facility.
- Phase 3: 100,000 SF canopy indoor/greenhouse cultivation and a 20,000 SF manufacturing and processing facility.

3.1. Phase Buildout Construction Methodology

All construction will be done with full design build engineered plans worked and designed in coordination with all trades. All aspect of the project will be bid out both inside and outside of the principal's network and payments will be structured with milestone related construction goals. The phases will be integrated into each other to minimize any additional work. Design will be done in house to ensure that the build corresponds with our supply requirements. This includes but is not limited to a; hydrocarbon lab design, kitchen, packaging and other manufacturing and production process that merges with Regenerative LLC's marketing model and reacts to industry supply and demand requirements. All aspects of the build will be meticulously maintained and overseen by principle members of Regenerative LLC who have the experience to keep costs down while maintaining a scalable, high quality, viable facility and process for the future.

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4. Financials

Regenerative LLC's financials are based on the estimated revenue and expenses which are detailed below, this scenario is phase 1, which is an 90,000 SF canopy of outdoor cultivation, 20,000 SF manufacturing and processing facility which includes a 5,000 SF canopy indoor cultivation.

4.1. Revenue

Regenerative LLC's estimated revenue is based on the estimated annual product yield and the range of market prices for those products.

- An indoor/greenhouse cultivation with a canopy of 5,000 square feet (sf) of plant growth is estimated to yield approximately 2,500 pounds (lbs.) of cannabis per year. Of this Regenerative LLC's expects to sell approximately 60% (1,500 lbs.) of flower at $3,500/lb. This product will sell at market prices which prevail at the time of our harvest. Current market prices for this product are $3,800 - $4,400/lb. Revenue from this part of the operation with our conservative estimates will be $5.25MM however having the potential revenue of $6.6MM and maybe even more depending on supply/demand factors and market prices at the time of harvest.
    - The remaining 40% of the cannabis (1,000 lbs.) will be processed/extracted to yield oil. The estimated yield is approximately 20% of the cannabis can be extracted into oil which means the 1,000 lbs. of remaining biomass will equate to 200 lbs. of oil. Current wholesale oil pricing is $11,100/lb. which means the oil will yield $2.24MM of revenue.
- An outdoor cultivation with a canopy of 90,000 sf of plant growth is estimated to yield approximately 5,000 pounds (lbs.) of cannabis per year. Of this Regenerative LLC's expects to sell approximately 50% (2,500 lbs.) of flower at $3,000/lb. This product will sell at market prices which prevail at the time of our harvest. Current market prices for this product are $3,800 - $4,400/lb. Revenue from this part of the operation with our conservative estimates will be $7.5MM however having the potential revenue of $11MM and maybe even more depending on supply/demand factors and market prices at the time of harvest.
    - The remaining 50% of the cannabis (2,500 lbs.) will be processed to yield oil. The estimated yield is approximately 20% of the cannabis can be extracted into oil, which means the 2,500 lbs. of remaining biomass will equate to 500 lbs. of oil. Current oil pricing is $11,100/lb. which means the oil will yield $5.6MM of revenue.
- A 20,000 sq-ft facility that includes drying, processing/extraction, and manufacturing as well as support areas including general offices, shipping/receiving, warehouse/storage, etc. The processing and manufacturing operations are expected to be in use for Regenerative's cannabis approximately 150-250 working days per year. This leaves approximately 50-150 working days per year when the processing operations can generate revenue by processing cannabis for other growers. The estimated annual revenue for these operations is expected to be around $1.3MM.

We anticipate the totality of first year revenues (depending on market prices) of $20-$30MM.

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4.2. Expenses

Regenerative LLC's expenses are divided into two general categories

1. Capital investments in infrastructure
2. Operating expenses

4.2.1. Capital Construction

Regenerative LLC's is planning for initial capital expenses to construct and fully outfit the facility of $4.36MM. Please see below our budget for facility construction and outfitting.

Category/Item	Cost
Site Testing	**$ 45,000.00**
Stormwater	**$ 150,000.00**
Site Work	**$ 160,000.00**
Utility Construction	**$ 337,500.00**
Design and Engineering	**$ 130,000.00**
Building Construction	**$ 1,345,000.00**
Indoor Cultivation Construction	**$ 674,400.00**
Outdoor Cultivation Construction	**$ 560,000.00**
Lab Setup (Equipment and Outfitting)	**$ 688,268.16**
Kitchen Setup	**$ 201,648.75**
Packaging Setup	**$ 65,550.00**

4.2.2. Annual Operations

The budget for annual operations is generally divided into four categories:

1. Labor
2. Utilities
3. Compliance/Corporate Costs (includes rent, debt service, testing, legal, fees, etc.)
4. Operating Expenses (includes materials such as nutrients, soil, etc.)

4.2.3. Summary of Net Income

Category	2021 Total	2022 Total
Revenue	$ 17,384,000.00	$ 21,883,600.00
Labor	$ 1,602,383.06	$ 3,285,218.57
Utilities	$ 241,000.00	$ 396,000.00
Compliance/Corporate Costs	$ 662,189.20	$ 741,137.75
Operating Expenses	$ 400,004.00	$ 540,008.00
Income Tax	$ 3,945,370.47	$ 4,611,036.72
Net Income After Taxes	**$ 10,533,053.27**	**$ 12,310,198.95**
Purchase Property	$ 1,296,000.00	$ -
Pay off all debt	$ 4,000,000.00	$ -
Retained for Following Year	$ 3,475,907.58	$ 4,062,365.66
Amount for Distributions	**$ 1,761,145.69**	**$ 8,247,833.30**

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4.2.4. Taxes

1. Massachusetts has established an Excise Tax on recreational cannabis which is a percentage (10.75%) based on gross sales which are paid by the retailer. Excise tax will not apply to Regenerative LLC as we are a wholesaler and not a retailer.
2. Regenerative LLC will be subject to federal taxes at the current rate (21%) subject to section 280E from the Internal Revenue Code precluding certain standard business tax deductions to be included in the calculation of tax liability resulting in potentially higher federal taxes being paid by Regenerative vs a business outside of the cannabis industry.
3. Sales tax of 6.25% on all revenue.
4. Regenerative LLC negotiated the impact fee with the town of Uxbridge of 1.75% capped at $150,000 per annum.
5. Uxbridge will have an escrow requirement for odor mitigation of $187,500 which will only need replenishment if ever utilized by the town in the amount of monies used.

4.2.5. Capital Plan and Cash Flow

Regenerative LLC will need to secure $6MM in total funding between debt and equity financing in order to fund our $4.36MM buildout along with our operating costs pre-revenue. Our plan to secure this financing shall be in raising $2.5MM in equity funding at a valuation of $10MM therefore transferring 25% of equity in the company to our investors. The remaining $3.5MM shall be secured as debt financing. Regenerative LLC has already begun the capital process and has a concrete plan to raise the $2.5MM in equity financing. We have also explored many sources of debt capital and have a concrete strategy to secure the $3.5MM in debt as well. This capital should fund the necessary capital expenses we anticipate along with remaining cash needed for working capital. Below is our projected cash flow for 2021.

Month	Cash In	Cash Out	Cash Balance	Notes
Dec-20	$ 6,000,000.00		$ 6,000,000.00	
Jan-21	$ -	$ 62,301.27	$ 5,937,698.73	
Feb-21	$ -	$ 62,301.27	$ 5,875,397.47	
Mar-21	$ -	$ 62,301.27	$ 5,813,096.20	
Apr-21	$ -	$ 62,301.27	$ 5,750,794.93	
May-21	$ -	$ 4,663,739.01	$ 1,087,055.92	Buildout Cost Allocation
Jun-21	$ -	$ 224,153.87	$ 862,902.05	
Jul-21	$ -	$ 252,412.87	$ 610,489.18	
Aug-21	$ 107,800.00	$ 344,525.37	$ 373,763.81	
Sep-21	$ 1,980,300.00	$ 297,231.62	$ 2,056,832.19	
Oct-21	$ 107,800.00	$ 449,737.12	$ 1,714,895.07	
Nov-21	$ 6,657,800.00	$ 440,119.12	$ 7,932,575.95	
Dec-21	$ 8,530,300.00	$ 341,819.12	$ 16,121,056.83	

5. Company Location and Facilities

Regenerative LLC has secured 13 Acres of previously non cleared land in Uxbridge, MA located at 30 Noonan Way (formerly known as 1035 Quaker Hwy) Uxbridge, MA 01569. This property is key to our success

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for a number of reasons. First it is a strategic location right next to the highway with the ability to serve all of Massachusetts effortlessly. Secondly this property is already zoned “Industrial A” and is approved by our HCA and the town of Uxbridge for our operation. Furthermore, the property has already undergone engineering by the current owner ensuring it is perfect for our purposes with abundant accessible water resources and accessibility to all other required utilities. We have also worked with Uxbridge reviewing this property and it has been approved for our use with our proposed modifications. Additionally, this property is well situated in a manner conducive to our build therefore reducing the cost of construction. The property is further positioned in a way where it is very discrete and odor mitigation will not be a challenge with few abutters (one of which is another Marijuana Establishment) ensuring a clear path to final licensure and commencement of operations. Finally the property’s proximity to other states and major metropolitan areas will prove valuable when and if federal legalization of cannabis occurs and the laws and rules of transporting cannabis across state lines changes.

6. Product and Services

Regenerative LLC’s products include premium living soil cannabis flowers. Cannabis extracts, including but not limited to; dabables, vapes, and edibles (gummies). Extracts can be manufactured over 90% concentrated, which allows further processing of products that can be dosed at extremely accurate levels with advanced delivery methods to end users. Regenerative LLC will also provide services that will Include processing cannabis flower into flower packaging, edibles, topicals, and to produce cannabis extracts including THC and CBD and variants for wholesale distribution. These oils can be processed further into finished materials and marketed for clients. All Regenerative LLC manufactured products shall be labeled as such and shall be branded under the Regenerative LLC name. Our core customers shall be any licensed retailer (dispensary) in Massachusetts. Our primary focus shall be on dispensaries in central and eastern Massachusetts specifically those in the greater Worcester and greater Fall River areas. These are strategic areas to our business where we have existing relationships and connections to the communities. Although we will do business with retailers throughout the Commonwealth these two areas shall be our initial focuses. Our secondary customers shall be any licensed cultivators in Massachusetts who either do not have the appropriate processing and manufacturing facilities, who are seeking additional bandwidth for processing and manufacturing, or who may need help to create a higher quality product through processing and manufacturing.

6.1. Product Lifecycle

Cannabis grown outdoors would be harvested once per year. Cannabis grown indoors will be harvested four times per year. Harvested cannabis will be processed onsite by Regenerative LLC, flower will be designated to flower sales or processed into oils depending on market demand and quality. Oils can be separated into its many constituents, including the many different types of THC, CBD, and terpenes. The flower that is designated to oil sales are processed onsite using a variety of methods to create concentrates which have a wide range of uses and have a longer shelf life. In addition, with the ability to expand processing operations beyond in-house grown cannabis, Regenerative LLC will also seek to secure contracts with other licensed cannabis growers to process their materials into concentrates. Regenerative LLC’s cannabis processing operations are expected to have the capacity to process approximately twice the cannabis that Regenerative LLC grows in our facility. Note that the cannabis processing operations have been scaled so that they will have the capacity to process the cannabis produced by Regenerative LLC and cannabis from other licensed cultivators as well.

6.2. Product Description

Regenerative LLC will provide a variety of products that will enter the Massachusetts recreational market. Products produced, manufactured, and packaged by Regenerative LLC will be branded with Regenerative

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LLC. This will give Regenerative the ability to reach out to multiple markets, across multiple demographics. Products produced by Regenerative LLC will include, but not limited to:

- Packaged flower products
- Wholesale flower products
- Extracted oil for dabs or vaporizing. (Including hydrocarbon, ice water and chromatography)
- Vape pen cartridges and disposable pens
- Prerolls
- Topicals
- Long term, stable food items, including gummies, tinctures, and mints.
- All products can be made of a variety and combination of multiple types of cannabis and levels of CBD/THC and other constituents of the cannabis plants.

Regenerative LLC will also have the ability to process other licensed cultivators' cannabis into any of the above items. Regenerative LLC will also use other manufacturing processes to develop new products using partner relationships and our knowledge of the industry along with feedback from our customers and end users.

6.3. Competitive Comparison

Because Regenerative LLC grows, process and provides services we will have control of our product and a diversified position in the market. This is opposed to a firm that is only a cultivator, processor or retailer. The recreational market in Massachusetts is still in its infancy phase and is growing quickly. As more dispensaries and cultivation facilities come online and there is more product availability Regenerative LLC's core skills and plans will create a successful business that delivers a consistent, quality product.

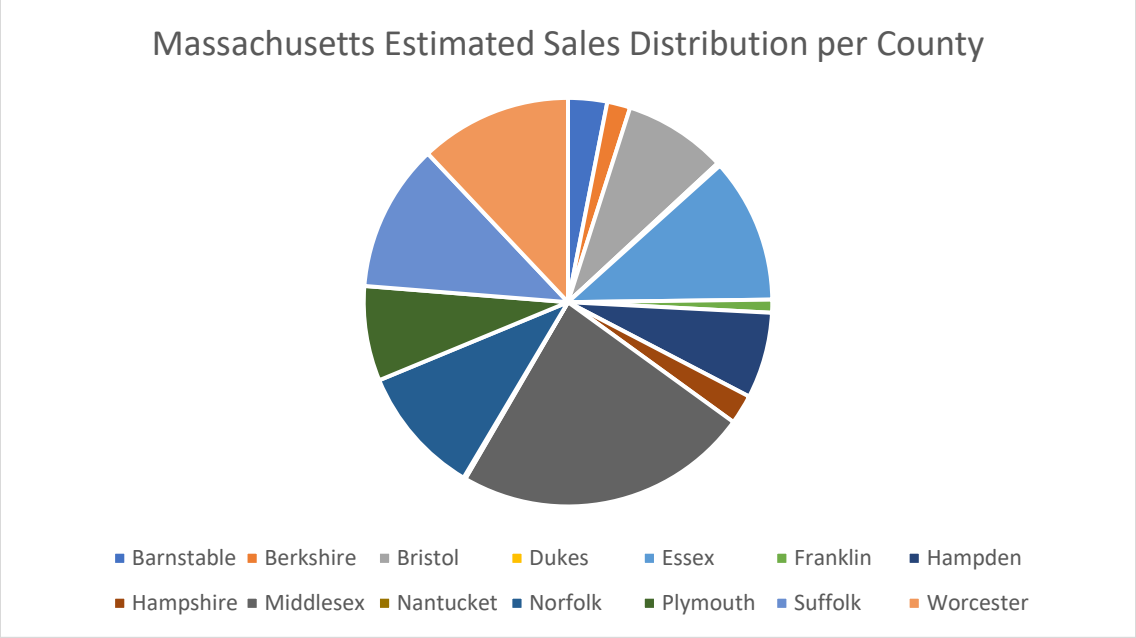
Our key staff have significant experience in this industry specifically including but not limited to:

- Conceptual planning and budgeting for the development, building and operation of a cannabis cultivation, harvesting and processing business.
- Engineering for the facility layout, design, construction, operation, and maintenance.
- Experience with cannabis growth, harvesting and processing.
- Industrial engineering and production/process management and optimization in and outside the cannabis industry.
- Operating and growing a profitable and sustainable business.
- Phased in build process to mitigate investor exposure.

7. Market Analysis

As the market continues to expand, Regenerative LLC will continue to make high quality products that can be processed and distributed to fit market demands. This will be done by targeted market analysis, on-time/6-sigma manufacturing, built in flexibility into the manufacturing plan, and accurate tracking and traceability of products.

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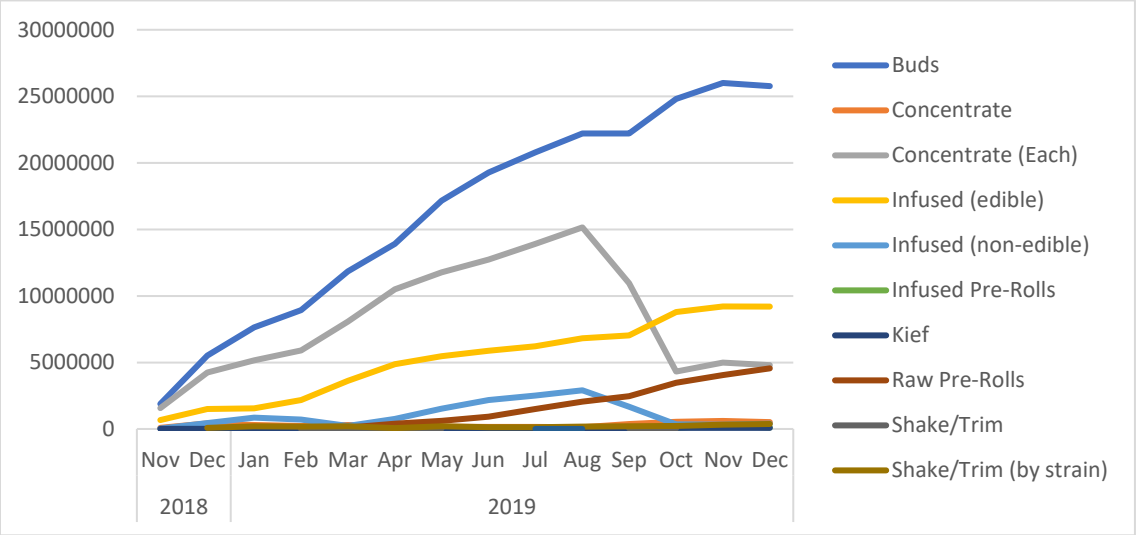


7.1. Market Segmentation

The market in Massachusetts is segmented into the medical market and the recreational market. Regenerative LLC will be pursuing a license in and will supply products to the Massachusetts legal recreational market. Although we will adhere to all quality requirements of both segments and even beyond to future possible Federal regulatory standards our focus will be on the recreation adult use market.

7.2. Target Market Strategy

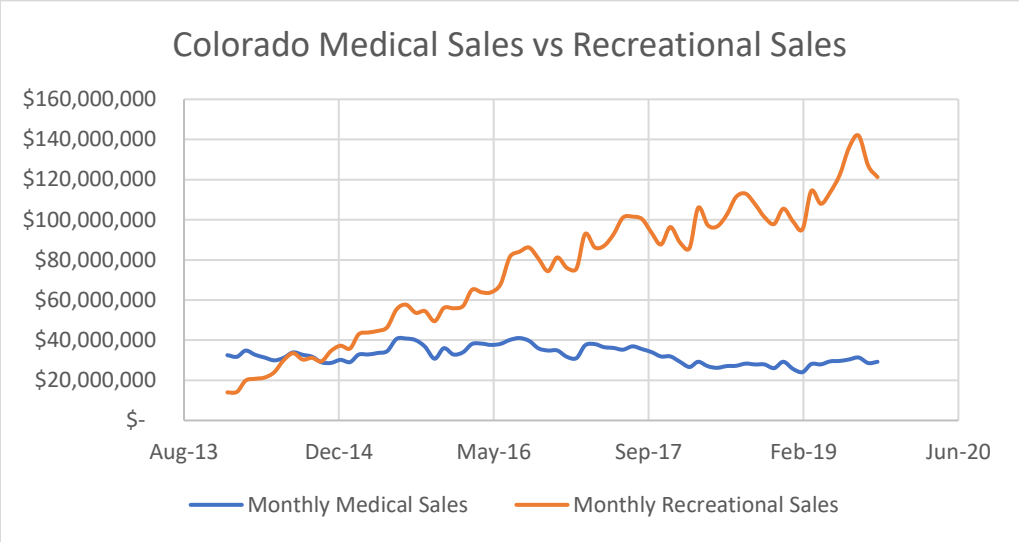
The market in Massachusetts is segmented into the below products since recreational sales commenced in November 2018.The medical market has similar products although the distribution of products could be and is slightly different. The chart below shows the sales of products. The current data could be slightly skewed as there is limited product availability on the highest sale item (flower) which also requires the least processing. As the market changes, Regenerative LLC will have the ability to adjust to market conditions and supply the market according to its demand.



REGENERATIVE LLC – BUSINESS PLAN – STRICTLY CONFIDENTIAL
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7.3. Industry Analysis

Regenerative LLC will join the Massachusetts adult-use legal recreational cannabis cultivation, manufacturing, and processing industries. There are currently 11 States that have legalized cannabis production and products for recreational use. The early adopters were mainly on the west coast and started moving across the country, starting with Colorado and Washington State (2012), Washington D.C (2013), Alaska and Oregon (2014), California, Maine, Massachusetts and Nevada (2016), Vermont and Michigan (2018) and Illinois (2019).There are likely 10 more states that are voting on recreational cannabis in 2020 and 2021.Thirty-three states plus D.C. have medical programs with 6 more likely to vote in 2020 and 2021. The recreational cannabis market was legalized in Massachusetts in late 2018.The first two months of legalized recreational sales in Massachusetts saw sales of approximately $24MM from 9 licensed dispensaries. Sales in May 2019 alone were $34MM with the market growing at approximately 10% per month[1]. The recently released Marijuana Business Factbook estimates 2020 recreational sales in Massachusetts will be in the range of $500 million. The estimated nation-wide annual market for recreational cannabis has risen sharply since 2014. Yearly spending has increased an average of $1-3B each year. ($3.2B (2014), $4.7B (2015), $6.6B (2016), $9.2B (2017) and $12.2B (2018). Within Massachusetts alone the estimated revenue for 2019 was $420M with only 33 open recreational dispensaries throughout Massachusetts. This is expected to grow at a rate of 35% per year over the next 3-5 years. An additional item of note in reviewing current applications in process and recently approved provisional licenses show that there is a disproportionate number of licenses being issued to retailers and not cultivators. It is widely known that the current operating dispensaries are undersupplied yet the data suggests there will be even more retailers coming online in the next 12-24 months vs cultivators. This suggests that demand is continuing to increase for flower, oils, and manufactured products at a disproportionate rate to producers meaning demand will continue to exceed supply.



7.4. Competition and Customer Buying Patterns

As Regenerative LLC ramps up to full capabilities, products will be sold through our partner channel of dispensaries in Massachusetts. Due to projected sales in Massachusetts, knowledge of end-user requirements and future opening dispensaries Regenerative LLC will continue to brand through various outlets to long-term ensure visibility.

[1] https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-approach-140-million/

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7.5. Growth Strategy

To grow the company Regenerative LLC will do the following, including but not limited to:

- Network at regional and national conferences
- Establish a company website that contains engaging multimedia content about our products and services
- As the business grows, advertise in publications that reach our target industries and customers
- Create best in class products generating, sustaining and growing demand

7.6. Communicate with the Customer

Regenerative LLC will communicate with its customers by:

- Meeting (virtually and personally) with local managers within targeted companies
- Utiliing social media such as Twitter, YouTube, Facebook, Instagram and LinkedIn
- Providing contact information on the company website
- Utilizing and expanding our network in this fast-growing industry

7.7. How to Sell

Currently, the principals are in charge of sales for Regenerative LLC. As revenue increases Regenerative LLC will look to add a team that will assist with account management/coordination and sales. This team will also provide company social media and online marketing support. The company will increase awareness to our targeted customers through online advertising, proactive public relations campaigns, networking, social media, direct marketing and attending tradeshows.

8. Strategy and Implementation Summary

Regenerative LLC is a continuous improvement company that uses data metrics and industry knowledge to create a strong starting position and growth year over year. The company plans to develop market alliances and key partners, along with streamlined transfers, sales, and handle of customer concern issues.

8.1. Competitive Edge

Regenerative LLC has over 30 years of experience in the manufacturing and construction sectors and over a decade in cannabis cultivation. The principals have built over $50M in cannabis cultivation, manufacturing, and retail spaces in the past 3 years. The principals also have experience in aerospace, automotive and pharmaceutical manufacturing industries, which has been crucial in meeting targets for the startup of the cannabis companies we have worked with. Coordination of all aspects of the business from build cost, internal and state level operating procedures, operational cost, employee responsibilities, department responsibilities, process standards including quality assurance, product standards including quality control, state level testing, value generation and customer loyalty will make Regenerative LLC successful in navigating the fast growing cannabis industry.

8.2. Sales Strategy

Regenerative LLC plans to create a network of cultivators, retailers and processors that will work together to meet market demands. We will create a direct sales and customer pick process that will allow visibility to customers on sale items. Regenerative will work with end users as well as retailers to understand new products and strategies to bring them to market as fast as possible.

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8.3. Pricing Structure

Regenerative LLC will offer its cannabis flower and cannabis extracts at wholesale prices (about 50% below retail rates) for resale in the cannabis recreational market. Current retail prices in Massachusetts are below:

- Flower price: $7,000 per pound
- Concentrates: $120 per gram
- Vape products: $120 per gram
- Pre-Rolled Flower: $20 ea. (1 gram)
- 5mg edibles: $40 at 100mg total

Regenerative LLC will sell flower, concentrates, vape products, pre-rolls, edibles, and other cannabis products at market wholesale prices. The current wholesale price for flower is between $3,800 and $4,400 per pound and $25 per gram of oil. The trends show price stability however with increasing demand and restricted supply there is certainly room for margin growth and higher pricing. Again, we have kept our estimates below market prices to focus our financial projections on very conservative “worst case” type scenarios. Estimates for profit show a possible 5-10% drop in wholesale revenue as supply ramps up however we think this will not occur for the next 3-5 years.

8.4. Strategic Alliance

Regenerative LLC recognizes the infancy of the cannabis market and coordination with other market suppliers and vendors is crucial. We will strive to implement good business strategies to promote the growth of the industry and the quality of the product available to the customer.

8.5. Promotion/Advertising

Regenerative LLC will pursue branding of its various flower and manufactured products under the Regenerative LLC name. We will look at marketing data and other trends to get to market trends in a timely manner and stay ahead of them. With the base production of flower to a commodity oil we can disperse this oil to different products using project management techniques and proper design criteria very quickly with low cost and risk. Using our resources in the industry our products will have a sale prior to completion. In-house new development will keep Regenerative LLC active and ahead of the market and supply trends.

8.6. Research and Development

The company is planning to conduct the following research and development:

- Optimization of soil for growing operations
- Optimization of water, nutrient and lighting use and cycling for optimum growing conditions
- Optimization of drying and trimming operations for maximum flower yield
- Optimization of extraction operations for maximum THC and CBD yield
- Consistently following market trends and working with end users to develop new products and bring them to market.

8.7. Intellectual Property Rights

Regenerative LLC is a trademarked name in the state of Massachusetts, and we have filed for protection of our proprietary processes and other intellectual property, such as our logo. We have also registered our domain name and parked relevant social media accounts for future use and to prevent the likelihood of someone impersonating one of our consultants.

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8.8. Regulations

Like the other States that have legalized cannabis use Massachusetts has enacted strict laws to control the cultivation, production and distribution of cannabis and cannabis products by enacting a system of restricted licenses for cultivation, processing, and distribution facilities. Regenerative LLC must meet the requirements of all Massachusetts laws and regulations concerning cannabis licensing, cultivation, processing, and distribution which include:

- Enabling Legislation:
  - *Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana (repealed by Section 47 of Chapter 55 of the Acts of 2017)*
  - *Chapter 334 of the Acts of 2016, The Regulation and Taxation of Marijuana Act*
  - *Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana (which amended Chapter 334 of the Acts of 2016)*
- Statutes:
  - *M.G.L. c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed*
  - *M.G.L. c. 94I, Medical Use of Marijuana*
- Regulations:
  - 935 CMR *500.000: Adult Use of Marijuana*

*We will build to meet or exceed National and Local Building Codes.
*We will strive to build to FDA standards for future requirements.

9. Personnel Plan

Regenerative LLC will develop a corporate plan that allows for the flow of information throughout the entire organization. This will include an organizational chart that will detail descriptions of job and reporting responsibilities. Additionally we will also have department specific requirements and a metrics system to track performance.

9.1. Principals Profile

9.1.1. Craig Willett, CEO

Craig Willett attended Worcester State College and obtained a Bachelor of Science in Business Management and Marketing with a concentration in Finance and a Minor in Economics (2009) which has enabled him to grow multiple successful businesses over his career. In addition to his own personal cultivation experience, in 2012 Mr. Willett opened a gardening supply store (Discount Hydro Inc Dba East Coast Hydro) in Fall River, MA. He has grown that store from a 1,600 square foot retail shop to a 15,000 square foot facility that services both retail and commercial wholesale customers. In 2017 Mr. Willett opened a second location of East Coast Hydro in Raynham, MA. Through the relationships he has made with this business he has worked with multiple cultivation facilities during his eight years in business. He has completed facility layouts for lighting and environmental controls in Massachusetts and Rhode Island amongst other consulting projects. Mr. Willett has built a team that he can rely on and trust to help execute the success of Regenerative LLC.

Since 2012 Craig Willett has gained extensive experience in the cultivation of medical grade cannabis. Mr. Willett began cultivating when he became a patient of the Rhode Island registered Medical Marijuana Program. Through his time as a caregiver and patient, Mr. Willett perfected the art of cultivation in many different mediums to include soil, coco, and hydroponic systems. Mr. Willett thrives off developing more efficient techniques for producing safe, clean, and high-quality cannabis products. Regenerative will be growing mainly in true organic living soil (aka regenerative farming) which is where our name is derived from.

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The next phase for Mr. Willett is to work with his partners executing their vision of a fully compliant and regulated cultivation, processing and manufacturing facility in Massachusetts. Mr. Willett has been anxiously awaiting a more developed regulatory framework to utilize his knowledge on design and best practices to create a financially sustainable facility and produce high quality cannabis product for adult recreational users throughout the Commonwealth.

9.1.2. Atul Patel, COO

Atul Patel is the Founder and President of SATTVA Technologies LLC. His background includes over 20 years in the manufacturing sector which includes production and facility design in multiple industries such as; pharmaceutical, aerospace, semi-conductor, automotive and currently cannabis. Mr. Patel has worked to develop production processes, equipment development and design build for manufacturing as well as the tracking and traceability functions for federal and state requirements.

Most recently Atul has designed and built multiple state approved cannabis facilities in various states. This includes a 120,000 sq-ft. state approved indoor cultivation facility in Maryland. This building was previously condemned in an indigent section of town however after Mr. Patel's work was completed the building and company became the 3rd largest employer in the town. The facility also included a full state-of-the-art processing lab. A 100,000 sq-ft. state approved indoor cultivation facility in Massachusetts. This building was built to Massachusetts CCC requirements and had a fully designed lab and manufacturing plant. Mr. Patel has also worked and designed outdoor cultivation facilities in Massachusetts and the processing and infrastructure involved in those outdoor cultivations. He has also designed and developed packaging equipment, kitchen designs, liquid/water infusion technology, separation and distillation technology and processing. He has designed and built other visually aesthetic, functional, safe, compliant and successful dispensaries, manufacturing and processing facilities in multiple states including Delaware, Massachusetts, Rhode Island, and Maryland.

Mr. Patel holds a Bachelor of Science in Mechanical Engineering and a Master of Science in Project Management from Northeastern University. He has developed and maintained standard operating procedures, has certifications in OSHA, explosion analysis, build analysis, lab testing, as well as many other industry and production specific certifications.

9.1.3. Mikhail Glazomitskiy, CFO

Mr. Glazomitskiy holds a Bachelor of Science in Finance and a Master's of Business Administration (MBA) from the University of Massachusetts Boston. Mr. Glazomitskiy spent the last 10 years of his career in the solar industry helping build and revolutionize the industry. He first worked at Munro Distributing which was subsequently acquired by Rexel and rebranded as Rexel Energy Solutions. In this role Mr. Glazomitskiy worked in the entire value chain in solar as well as energy efficiency. Mr. Glazomitskiy learned sales, design and engineering, project management, finance, permitting, procurement, installation, inspections, utility regulations, state and federal regulations as they pertain to solar. He then took this experience and founded Bright Planet Solar, Inc. in 2014 becoming its COO with a simple dream of building a large national solar installation company however with a revolutionary business model that has since been copied by many other players in the solar industry. Without ever taking a single bank or investment dollar Mr. Glazomitskiy scaled this business from a dream in a dining room with 5 people to one of the 10 largest residential solar installers in the US with 13 locations on both coasts, the Midwest and Puerto Rico including over 400 employees and revenues exceeding $100MM annually.

Mr. Glazomitskiy has a prowess for financial efficiency and was the acting CFO at Bright Planet Solar, Inc. for his 6 year of employment at the company. Mr. Glazomitskiy is passionate about working in extremely competitive, high paced environments while navigating regulatory complexity, ensuring compliance, and continuing to drive financial success. Mr. Glazomitskiy is especially keen on the development of systems and processes and building sustainable high performing teams.

Cannabis has been a natural transition for Mr. Glazomitskiy as it reminded him of the solar industry he joined 10 years ago. One that had immense regulatory complexity and a semblance of oligopolies yet where

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competition was increasing exponentially as time went on. An industry that was clearly here to stay yet was in its infancy and he could help mold and grow with partners nationally. He is excited to bring his knowledge and business prowess to the Regenerative team as their CFO but will be working far beyond simply the financial and accounting side of the business and will be focused on helping the business scale and grow while ensuring compliance and profitability.

9.2 Personnel Plan

Regenerative LLC will consist of a traditional organizational chart with a CEO, COO, and CFO (the principals listed above). The CEO will focus on the overall strategy, sales and vision of the organization as well as the cultivation operation and will initially be the Master Grower. The COO will originally focus on the design and successful construction of the facility and then will transition his focus to facility maintenance as well as overseeing the manufacturing and processing side of the business. The CFO will focus on the core business processes (system and process development, human resources, accounting, finance, and compliance) and will assist in sales and growing the business. Employees will be sought out through many different mediums including but not limited to; job fairs, advertising on job seeking websites, and the principals' networks. Our recruiting strategy shall be focused on implementing our diversity plan and positive impact to disproportionally harmed people plan while continuing to focus on hiring as locally as possible. Our personnel plan shall include but not be limited to hiring the following positions; Account Managers, Sales Manager, Purchasing Manager, Logistics Manager, Logistics Associates, Inventory Associates, Compliance Manager, Tracking and Traceability Associates, Human Resources Manager, Human Resources Associates, Accounting Manager, Accounting Associates, Head Grower, Lead Grower, Flower Associates, Veg Associates, Propagation Associates, Curing Associate, Trimming Associates, Lab Manager, Lab Technician, Kitchen Manager, Kitchen Associates, Packaging Manager, Packaging Associates, Facility Manager, IT Manager, Quality Assurance Manage, Quality Control Manager, Security Manager, and Security Associates.

9.3 Personnel Phasing

Employees will be on boarded at various times during the phasing and subsequent growth periods. Initially we will rely on principal members and a small team to design and develop the facility. As Regenerative commences operations we will onboard core employees that will eventually be used to train future team members as growth occurs and in accordance with growth cycles. Our overall focus will be growing the organization from within by focusing on hiring talented entry level employees who will develop into the supervisors, managers, directors and vice presidents we will need in the future.

10. Risk Disclosures

It is impossible to determine and therefore disclose all risks in this endeavor, the reader should understand that Regenerative LLC like all other new business ventures has inherent and unforeseen risk. Below is a list of risks we can have identified however exhaustive this list maybe it does not encompass all of the risks associated with Regenerative LLC.

1. Cannabis is an illegal substance under Federal Law and is classified as a Schedule I drug. Therefore cannabis-related businesses, including the manufacture, processing, importation, possession, use or distribution of cannabis, are illegal under federal law. The company's managers, directors, shareholders and even employees may be subject to criminal and civil penalties.

2. Due to Section 280E of the Internal Revenue Code some standard business expenses incurred in the trafficking of cannabis and cannabis products are not deductible in calculating income tax liability resulting in potentially higher tax liability than other standard businesses.

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3. The US Patent and Trademark Office will not permit the registration of any trademark or patent that identifies cannabis products or processes.

4. Federal prohibitions result in cannabis businesses being restricted from accessing the U.S. federal banking system and such businesses likely cannot deposit funds in federally insured accounts. There is potential risk exposure such as a bank freezing the company's accounts and risks associated with uninsured deposit accounts.

5. A cannabis business may enter into a contract with a person or entity in another state and such contracts may be governed by laws outside of Massachusetts. Again, because cannabis is illegal under federal law and certain state laws, some state or federal courts and AHJs may take the position that such contracts involving cannabis businesses are unenforceable.

6. Federal and state agencies may force civil forfeiture proceedings in addition to/in lieu of criminal prosecution which can result in property associated with a cannabis business and its associates being confiscated or otherwise divested from the owner and forfeited to the government. This civil penalty could potentially reach all property associated with Regenerative LLC.

7. The company's access to real estate is by definition limited and our rights to such real estate could be voidable resulting in additional costs needed to be undertaken for real estate transactions which would otherwise be fairly standard for a business.

8. Again, due to the illegal status of cannabis on a federal level federal bankruptcy courts have declined to extend bankruptcy protection to cannabis businesses

9. The business could experience difficulty and/or additional costs in attracting/retaining talented employees due to the nature of the cannabis industry and those who do and do not want to participate in it.

10. The business could be precluded from debt or equity financing whether by means of a public offering or a private placement due to restrictive securities laws.

11. The company's ability to transport its products is limited to the Commonwealth of Massachusetts at this point and even an attempt at crossing a state line with cannabis could be deemed a felony.

12. The company may have difficulty obtaining some insurances that would be readily available to standard businesses again due to the federal status of cannabis at this time.

13. Involvement in the company's business could prevent a person from legally acquiring a firearm.

14. Involvement in the company's business could jeopardize the visa status or the seeking of citizenship or other permanent statuses by non-citizens.

15. State marijuana laws and rules are not the same from one state to another and they can and do change on a regular basis. Federal laws pertaining to cannabis are subject to change as well.

16. While the number of licensed cannabis institutions is fairly restricted and regulated in Massachusetts regulations could change resulting in a shift in the supply/demand equilibrium and potentially lower prices.

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17. Due to Regenerative's lack of operating history the Company is subject to the uncertainties and risks associated with any new business.

18. COVID-19, force majeure and other Acts of God may result in supply/demand changes and/or may precipitate Government action which could impact operations and projections.

19. As a cultivator with an outdoor cultivation as part of our business we possess the same risk as other farmers of force majeure, unforeseen weather events, harmful cross pollination, and/or pests impacting the yield and/or quality of our product.

20. Although the shelf life of cannabis is not short there is always risk that our product losses some or all value before we are able to sell it.

21. Like any business there is always a risk to lose key personnel either by voluntary or involuntary means.

22. There is always risk of fines from the CCC for any failed compliance and/or the revocation or non-renewal of any license.

23. There is always risk of not being issued a final license from the CCC.

24. Unknown and unforeseen risks not enumerated above.

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Regenerative LLC

Separating Recreation from Medical Operations Plan

Regenerative LLC will be strictly focused on producing and cultivating products for the adult-use recreational industry in Massachusetts and shall not nor intends to; possess, manufacture, or cultivate any products for the medical market.

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Regenerative LLC

Restricting Access to Age 21 and Older Plan

Regenerative LLC strongly believes and agrees with all rules, laws and regulations that cannabis is to be accessible and used in a responsible manner by adults aged 21 years or older and cannabis premises are to be accessed by those that are 21 years of age or older only. To restrict access to anyone under the age of 21 Regenerative LLC shall do the following including but not limited to;

1. In accordance with 935 CMR 500.030 ensure any board member, employee, executive, manager, volunteer, agent, consultant, or contractor shall be 21 years of age or older. For individuals that are direct members of Regenerative LLC (board member, employee, executive, manager, volunteer, or agent) Human Resources, the Security Team and the Compliance Manager shall verify the age of such person by analysis of an acceptable government issued identification card (referred to as "Acceptable ID" herein) that this person is in fact 21 years of age or older. All agents, consultants or contractors will need to follow the visitor plan detailed below and in our Security Plan.

2. In accordance with 935 CMR 500.110 and our Security Plan any visitor who wishes to enter the premises shall first proceed through a security check point which shall be staffed at all times by a member of our Security Team. One of the primary activities at this check point shall be the verification and analysis of an "Acceptable ID" that such visitor is in fact 21 years of age or older. This Acceptable ID shall be scanned by the security personnel and furthermore a written log shall be kept at all times of such visitors including but not limited to; the date and time of their entry to the premises, the purpose of their visit, the identification of the visitor, and if applicable what organization the visitor is from.

3. In accordance with 935 CMR 500.110 and our Security Plan access to the premises by any unauthorized person shall be strictly prohibited as detailed in our Security Plan and strictly deterred by our security measures as detailed in our Security Plan.

4. Train all employees especially those on our Security Team to identify Acceptable IDs, verify someone is in fact 21 years of age or older, and observe warning signs that someone may not be 21 years of age or older.

5. In accordance with 935 CMR 500.105 ensure proper labeling on all products including but not limited to a label that states "For use only by adults 21 years of age or older. Keep out of the reach of children."

6. Ensure all vendors we conduct business with have strict policies and procedures to restrict access to our facility or cannabis we may deliver to such a vendor to those 21 years of age or older.

7. In accordance with 935 CMR 500.105 ensure all marketing, advertising, symbols and logos do not appeal to those under the age of 21 and all sponsorships (for a charitable event for example) shall be for those events where at least 85% of the audience is reasonably expected to be 21 years of age or older.

8. In accordance with 935 CMR 500.105 ensure our website has the functionality to verify the age of the person visiting such a website as being 21 years of age or older.

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Regenerative LLC

Quality Control and Testing

Regenerative LLC believes that quality control and appropriate testing as it relates to Marijuana Products is vital to ensure a safe and high-quality product is ultimately provided to the consumer. Regenerative LLC acknowledges that proper policies, procedures, facility construction and testing relationship shall be paramount to ensure Marijuana Products are safe, sanitary, well cured, free of seeds, stems, dirt, sand, debris, foreign matter, mold, rot, fungus, pests, and bacterial diseases in the following manner including but not limited to;

1. All team members (including but not limited to the Principals, Logistics Team, Inventory Team, Compliance Team, Cultivation Team, Kitchen Team, Lab Team, Packaging Team, Facility Management Team and Quality Control Team) that may potentially handle or be in the close vicinity of Marijuana and/or Marijuana Products in any stage of development and/or processing to mitigate contamination risks and ensure a safe and high-quality product is ultimately provided to the consumer shall adhere to the following policies and procedures including but not limited to;
    a. Marinating good, proper and appropriate personal hygiene at all times. All managers and leaders especially our Compliance Manager, Human Resources Manager, Department Managers and Principals shall be keenly aware of the hygiene and appearance of all of the aforementioned team members who may handle or be in the close vicinity of Marijuana and/or Marijuana Products and address any concerns directly with such employees. Any employee in the above-mentioned group who is not showing good and proper hygiene on any given day shall be required to leave the premises on that day. If the same employee is continually not showing proper hygiene, they shall face further disciplinary action up to and including termination. One of the most important elements of proper hygiene shall be the thorough and frequent hand washing utilizing proper sanitation equipment as described further in this policy. Hand washing shall be required in all of the following circumstances including but not limited to;
        i. Arrival at our premises and before putting on gloves or other equipment as may be needed for handling any Marijuana and/or Marijuana Products.
        ii. Any time after a glove has been removed for any reason and before a new glove is put on.
        iii. Any time hands get contaminated or soiled in anyway.
        iv. After every break and prior to resuming work duties.
        v. After the use of the restroom and before putting on new gloves.
    b. Wearing proper equipment at all times when handling or in the close proximity of Marijuana and/or Marijuana Products including but not limited to; gloves, hair and beard nets, appropriate clothing/suits, booties, and face masks. The foregoing equipment shall be changed if it becomes soiled at any time during the employee's shift. Additionally, gloves will be changed at least every 4 hours and in any instance where they become soiled or are removed for any reason. Bare contact (hands with no gloves on) of any Marijuana and/or Marijuana Products shall be strictly prohibited. Employees with open wounds that may come into contact with Marijuana and/or Marijuana Products shall be prohibited from work until the wound properly heals.
    c. Using restrooms in the respective employee's areas to prevent the risk of cross-contamination between other employee areas.
    d. Ceasing all work immediately and applying the proper first aid if any employee cuts themselves while handling or in the close vicinity of Marijuana and/or Marijuana Products. The Facility Management Team shall also properly sanitize such an area after an injury like this before any further Marijuana and/or Marijuana Products are worked on.

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e. Reporting any reportable disease pursuant to 105.CMR 300 to the Board of Health within 24 hours of such a discovery in accordance with all laws and regulations especially as it pertains to confidentiality.
f. Hiring of employees in positions that may potentially handle or be in the close vicinity of Marijuana and/or Marijuana Products that not only have the right qualifications but understand the importance of these polices (good hygiene, hand washing, etc.) and attest to following them at all times. Furthermore any employees hired in these positions shall be trained in all of these policies and procedures upon hire and on an on-going basis (at least annually) to ensure these policies are adhered to and are "top-of-mind."
g. Creating a culture of cleanliness, sanitation and personal hygiene at all times by the Principals of Regenerative LLC as well as our respective managers and leaders to ensure our team is doing the same.
h. Employing a Quality Control Team and Quality Assurance Team that will help enforce these polices in all areas at all times and develop additional policies, procedures and equipment recommendations to continually improve our sanitary practices.

2. Regenerative LLC shall implement the following policies and procedures as it relates to our facilities and equipment to mitigate contamination risks and ensure a safe and high-quality product in the following manner including but not limited to;
    a. A comprehensive regular sanitation schedule and practice executed by our Facility Management Team which shall include but not be limited to;
        i. Proper waste disposal and removal of both regular waste and cannabis waste (in accordance with 935 CMR 500.105(12)) in a timely manner. This shall be done for sanitary purposes but also to minimize odor as well as minimize the potential harboring of pests.
        ii. Sanitation of all floors, walls, ceilings, fixtures, surfaces, devices, restrooms, tools, utensils, containers, tables, vehicles, transportation equipment, cultivation and processing equipment and machines (packaging and otherwise) in accordance with manufacturer recommended guidelines and certainly any time there is a change in the product that is being worked on.
    b. Comprehensive training for all employees on proper sanitation practices as well as oversight of our Sanitation Schedule and Log by our Facility Manager and Compliance Manager. All surfaces including walls, floors, ceilings, working equipment (tables, machines, etc.) shall be constructed in a manner where such surfaces shall be easily maintained and sanitized. All tools, utensils, and other equipment shall also be purchased and/or constructed in a manner where such items shall be easily maintained and sanitized. The sanitation of such surfaces and items shall be done on a regular basis in accordance with the aforementioned Sanitation Schedule with the utilization of US EPA approved and registered sanitizing agents appropriate for our use in accordance with all labeled instructions.
    c. Ensure all water resources utilized in the facility are sufficient for our operations and are tested for quality, safety and potability. All plumbing equipment and lines, drains, wastewater lines, sewage lines, and other elements of our plumbing system shall be properly designed, sized, constructed, utilized and maintained in accordance with manufacturer guidelines and best practices (changing of filters for example) for the use in our facility. Under no circumstances will there be any cross-connections between wastewater and potable water lines.
    d. Ensure the construction of adequate hand washing facilities conveniently located and with proper running water and temperatures. Hand-washing facilities shall be located in all production areas and

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where good sanitary practices require. These facilities shall be properly stocked with the appropriate materials such as soap and sanitary drying devices which shall be touch-free paper towel dispensers and/or electronic drying devices to prevent potential cross-contamination between employees.

e. All toxic items shall be identified and held/stored in secure areas without proximity to any Marijuana and/or Marijuana Products in any stage of development and/or processing to ensure there is no contamination by the toxic item. Any toxic items that are stored or used on premises for any purpose shall be done with approval from the CCC and with great care and consideration to ensure no Marijuana and/or Marijuana Product is contaminated or comes in contact with such an item.
f. Any and all products that may support the rapid growth of undesirable microorganisms shall be held/stored in a manner that prevents the growth of these microorganisms.
g. Regenerative LLC's HVAC system and equipment shall be shall be properly designed, sized, constructed, utilized and maintained in accordance with manufacturer guidelines and best practices for the use in our facility. HEPA filters shall be outfitted throughout our facility to enhance air quality and provide an overall cleaner environment. Such filters shall be maintained and replaced at regular intervals pursuant to manufacturer recommendations and best practices.
h. All storage and processing/manufacturing of Marijuana and/or Marijuana Products in all stages of development and/or processing (including cultivation, packaging and Marijuana Products that may be damaged, deteriorated, expired, contaminated, breached, etc.) shall be completed in secure areas that shall have the following characteristics including but not limited to;
    i. sufficient space for all employees, equipment, machines, processes, storage, etc.
    ii. appropriate environmental controls including but not limited to; temperature, ventilation, and humidity
    iii. appropriate and adequate lighting for both safety and sanitary purposes
    iv. sanitized and maintained in a manner for not only safe storage but also in a manner to prevent any infestations from any pests including but not limited to birds, rodents and/or insects.
i. All transportation of Marijuana Products shall be completed in accordance with our Transportation of Marijuana Plan in secure means and under conditions that protect such products from physical, chemical and microbial contaminations as well as against deterioration in the Marijuana Products themselves. The vehicles and transportation equipment (such as storage areas and containers) for our Marijuana Products shall be sanitized on a regular basis in accordance with our Sanitation Schedule. The vehicles and transportation equipment shall be designed, maintained, equipped and utilized in a manner where temperature is controlled to prevent Marijuana Products from becoming unsafe pursuant to 21 CFR 1.908(c).
j. Proper pest management practices shall be utilized throughout the facility both to prevent any infestations from any pests including but not limited to birds, rodents and/or insects but also as it relates to pest management (IPM) in our cultivation areas including but not limited to utilizing; natural elements, sanitary practices, monitoring, testing, inspecting, and remediating as needed.
k. Regenerative LLC shall collaborate with MCR Labs to ensure the development of this plan and continued development of best practices in our facility to mitigate contamination risks and create high-quality safe products for consumers.

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3. Regenerative LLC shall implement the following policies and procedures as it relates to all Marijuana and/or Marijuana Products that are being worked on or stored to mitigate contamination risks and ensure a safe and high-quality product in the following manner including but not limited to;
    a. All edible Marijuana Products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.
    b. All storage, processing and transporting (even within our facility) of Marijuana and/or Marijuana products shall be done with the utilization of food grade equipment, tools, surfaces and containers which shall all be cleaned and sanitized on a regular basis in accordance with our Sanitation Schedule.
    c. Only female plants and the flowers and leaves from such plant are allowed to be utilized in any of our Marijuana and/or Marijuana Products.
    d. All Marijuana Flower will be free of sticks, stems, seeds, dirt, sand, debris, and other foreign matter and will be well cured in a proper manner. Furthermore, all Marijuana Products are to be free of any rot, fungus, pests and/or bacterial diseases.
    e. All Marijuana Products will be properly cured prior to final packaging. All Marijuana Products are to be packaged in high-quality packaging and in a manner to ensure safety (including child resistance) and sanitation and to prevent damage, deterioration and/or contamination.

4. All testing of Marijuana and/or Marijuana Products to mitigate contamination risks and ensure a safe and high-quality product shall be done in the following manner including but not limited to;
    a. Regenerative LLC intends for all its Marijuana Products to be tested by MCR Labs who is well known in the Massachusetts Cannabis industry for accurate test results and to be compliant with all rules and regulations of testing, transportation, destruction and storage.
    b. All Marijuana Products (except seeds) will be tested prior to any sales by an Independent Testing Laboratory (MCR Labs) in accordance with 935 CMR 500.160 and M.G.L. c. 94G, § 15 for microbials, potency, Cannabinoid Profile and for contaminants including but not limited to; mold, mildew, heavy metals (except clones), plant growth regulators, and the presence of pesticides as well as additional testing that may be required by the CCC from time to time. All Marijuana Products once tested will be free from or at appropriate and safe levels of the respective foregoing before any sales are to begin. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus or minus ten percent (+/- 10%).
    c. Any Marijuana Products that fail the above testing and cannot be remediated shall be reported to the CCC within 72 hours detailing the contaminant levels as well as our disposal plan for the Marijuana Products that have caused the failed test. Furthermore a detailed proposed plan and investigation process to determine and asses the source of the contamination shall be provided to the CCC. Any and all additional test details, plans to dispose and plans to investigate that may be requested by the CCC shall be provided to the CCC with expediency. The Independent Testing Laboratory (MCR Labs) will also separately notify and report such a failure to the CCC.
    d. All Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result which we intend to complete with ProVerde Laboratories. Marijuana submitted for retesting after documented remediation has occurred may be submitted to the same Independent Testing Laboratory (MCR Labs) that produced the initial failed testing result prior to remediation.

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e. All testing results will be maintained by Regenerative LLC in a form and manner that is amenable to the CCC for at least 1 year.
f. All testing results shall only be valid for one year and any products that have not been sold within this year shall be destroyed/disposed of in accordance with all laws and regulations or retested.
g. All transportation of Marijuana Products to and from the Independent Testing Laboratory will be in accordance with our Transportation of Marijuana Plan and 935 CMR 500.105(13).
h. Any excess Marijuana Products will be disposed of in compliance with 935 CMR 500.105 (12) which shall be completed by the Independent Testing Laboratory or by Regenerative LLC if the Marijuana Products are returned to Regenerative LLC.
i. Environmental media such as soil and water will be tested per the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries in accordance with CCC guidance.

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Regenerative LLC

Personnel Policies

Regenerative LLC shall have a comprehensive set of personnel policies that shall be detailed in our Employee Handbook. Every employee will be required to read the handbook and execute a document attesting to their reading and understanding of our handbook and all the policies contained therein. Some of the policies that shall be described, detailed and explained in the handbook shall include but not be limited to the following;

1. Any employee who has diverted Marijuana shall be immediately terminated and reported to the CCC and law enforcement.

2. Any employee engaged in unsafe practices shall be immediately terminated and reported to the CCC.

3. Any employee who has been convicted of, entered a guilty plea, entered a plea of nolo contendere, or admitted to sufficient facts of a felony drug offense involving distribution to a minor whether within or outside of the Commonwealth of Massachusetts shall be immediately terminated.

4. All candidates for employment must:
    a. Be 21 years of age or older.
    b. Be suitable for employment in accordance with 935 CMR 500.802.
    c. Submit to a comprehensive CORI and background check in accordance with all laws and regulations particularly those detailed in 935 CMR 500.105 and 935 CMR 500.030
    d. Not have been convicted of, entered a guilty plea, entered a plea of nolo contendere, or admitted to sufficient facts of a felony drug offense involving distribution to a minor whether within or outside of the Commonwealth of Massachusetts.
    e. Be Committed with a written attestation that the candidate shall not engage in any diversion of Marijuana or Marijuana products.
    f. Disclose all background information as it relates to criminal penalties in accordance with all laws and regulations and 935 CMR 500.030.

5. Regenerative LLC shall report within 1 business day to the CCC the termination of employment of any employee for any reason.

6. All employees must carry their Registration Card while on Regenerative LLC premises and/or in possession of Marijuana or Marijuana Products while transporting the Marijuana or Marijuana Products.

7. All employees must complete Responsible Vendor Training within 90 days of employment and complete this training again within each year of their employment.

8. All employees must complete training (and Regenerative shall document and keep record of the completion of these trainings) required by the CCC or Regenerative LLC from time to time, at the moment of hire and on an annual basis including but not limited to;
    a. Privacy and the maintenance of such information
    b. Confidentiality and the maintenance of such information
    c. 8 hours of on-going job-related training

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d. Discussion or Marijuana's effects on the human body
e. Diversion prevention
f. Compliance with all seed to sale requirements
g. Compliance with all tracking and inventory systems
h. Identification of acceptable forms of government issued identification
i. Proper waste disposal
j. Health and safety policies, practices and procedures
k. Key state and local laws and regulations
l. Proper incident notification and documentation as well as what qualifies as a "reportable incident"
m. Proper behavior during permitted inspections such as one completed by the CCC or law enforcement
n. Proper maintenance of all pertinent records
o. Prohibited conduct and actions

9. All employees must submit to a CORI and background check on an annual basis.

10. No employee shall be allowed to bring nor use any of the following on the premises; alcohol, illegal or recreational drugs including Marijuana, and anything that produces smoke. All employees shall be keenly aware that Regenerative LLC shall be an environment free from smoke, drugs and alcohol in accordance with 935 CMR 500.105(1)(k).

11. Regenerative LLC is an equal opportunity employer committed to a positive, safe and accommodating (for those with a disability but also for all employees) work environment and shall not discriminate for any reason in making employment decisions nor promotion decisions and furthermore shall have a zero tolerance policy in regards to discrimination and harassment of any kind including but not limited to discrimination and harassment due to; race, color, gender, religion, national origin, disability (physical or mental), age, sexual orientation, pregnancy, and gender identification.

12. Regenerative LLC's Diversity Plan, Plan to Positively Impact Disproportionally Harmed People and focus on hiring locally.

13. A comprehensive safety plan and policy that shall guide and govern all work to be completed in a safe manner along with proper utilization of personal protective equipment (PPE) as well as disciplinary policies for not following safety polices and procedures or utilizing PPE properly. The safety plan shall follow but also exceed the standards set by OSHA including plans to identify and address biological, chemical or physical hazards. This plan shall furthermore include a hazard communication plan, PPE assessment guidance, a fire protection plan and an emergency action plan.

14. Additional personnel polices that shall be included but not limited to in our Employee Handbook shall be policies regarding; incident reporting and escalation, company vehicles and their usage, compliance, security, badges, key cards, alarms, emergencies, smell something say something, open door, record keeping, workplace conduct, ethical and honest practices, conflict of interest, insider trading, attendance and punctuality, prohibited actions, no violence, no weapons, solicitation, workplace attire, proper hygiene,

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paid time off (including but not limited to; vacation, sick time, leave, time to vote, etc.), overtime, time reporting (including but not limited to punching in and out), benefits, leaves of absence (including but not limited to; bereavement, jury duty, etc.), company holidays, scheduling, hours, breaks, meal periods, lactation breaks, FMLA, compensation, bonuses, promotions, performance reviews, employee referrals, at-will employment, classifications of employment, telecommuting and flexible hours, outside employment, discipline, investigations, retaliation, personnel records, termination of employment (voluntary or involuntary), rehiring, COBRA, grievances, drug testing, HIPAA, sanitation, company property, communication, technology, phone and electronic usage, travel, cultivation and manufacturing policies and procedures, storage, transportation, waste management, packaging and labeling, and inventory tracking.

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Regenerative LLC

Record Keeping Procedures

Regenerative LLC believes that the maintenance of all records is very important to the success of any and all businesses. Regenerative LLC shall maintain all of the following records in the following manner including but not limited to:

1. Written operating procedures in accordance with 935 CMR 500.105(1) including but not limited to;
    a. Security - including but not limited to; crime prevention, emergency procedures, notifications to CCC and law enforcement (including but not limited to; pertinent adverse events, alteration of any records, diversion, alarms, etc.).
    b. Safety - including but not limited to; personal protective equipment and injury avoidance.
    c. Hours of operation - including but not limited to; after-hours contact for the CCC, law enforcement, and emergency response personnel.
    d. Storage and Waste Disposal procedures.
    e. Inventory and Transportation - including but not limited to; product documentation, strains, finished products, work-in-progress products, pricing, inventory controls, and inventory audits (including but not limited to; weekly plant audits and comprehensive annual audit).
    f. Recordkeeping - including but not limited to; the maintenance of all detailed herein and a list of all members of the Board of Directors, members of Regenerative LLC, executives, etc. with website accessibility to this data.
    g. Quality Control and Testing - including but not limited to; the proper utilization of plant and product tags as well as the requirement for testing of product before any sales occur.
    h. Personnel - including but not limited to; staffing plan, maintaining an alcohol, smoke and drugfree workplace, reasons for immediate dismissal (including but not limited to; diversion which shall also be reported to the CCC and law enforcement, unsafe practices which shall also be reported to the CCC, and guilty/nolo contendere pleas to a felony offense which involves distribution of drugs to a minor either inside or outside of Massachusetts) and all other personnel policies found in our Employee Handbook.
    i. Confidentiality – including but not limited to; the importance thereof, what is and what is not considered confidential.
    j. Energy Usage - including but not limited to; the reduction of energy utilization, utilization of energy efficiency, utilization of renewables, and utilization of energy efficiency programs available in the Commonwealth.

2. Sales records including but not limited to; pricing data, sales data including but not limited to; identification of the purchaser, amount (both in quantity and monetarily) of each purchase, date of each purchase, etc.

3. Inventory records in accordance with 935 CMR 500.105(8) and seed to sale tracking in real time for both damaged and undamaged inventory including but not limited to; all finished products, seeds, clones and plants in all stages of cultivation including but not limited to; propagation, vegetative, flowering, and processing.

4. Transportation records including but not limited to; product type, product quantity, receiver, transporter, transportation method, date, time and duration of the transport.

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5. Waste Disposal records in accordance with 935 CMR 500.104(9)(f) and as required under 935 CMR 500.105(12).

6. Facility management records including but not limited to; sanitation/cleaning records, testing, repairs and preventative maintenance.

7. Financial records in GAAP and in accordance with our maintenance of financial records plan.

8. Business Records in accordance with 935 CMR 500.105(9)(e) and our maintenance of financial records plan including but not limited to; assets and liabilities, monetary transactions, books of accounts, sales records, and salaries/wages and benefits paid to/provided to employees.

9. Personnel records in accordance with 935 CMR 500 105(9)(d) including but not limited to; job descriptions, job responsibilities, qualifications, organizational charts, management structure, data as it pertains to Regenerative LLC's Diversity Plan and Plan to Positively Impact Disproportionally Harmed People, records pertaining to each agent through employment and for at least 12 months after the conclusion of employment including but not limited to;
    a. all materials submitted to the CCC
    b. all documents executed for the purpose of employment
    c. verification of all references
    d. employment contract
    e. required and completed training including but not limited to; privacy, confidentiality, responsible vendor, and eight-hour related duty training
    f. performance evaluations
    g. any and all disciplinary actions
    h. all background and CORI check reports in accordance with all applicable laws and regulations and 935 CMR 500.030

10. Security records including but not limited to; all authorized personnel, recordings from all devices, audits, alarms, incidents, reports to or from the CCC and/or law enforcement, all communication with the CCC and law enforcement.

11. Visitor records including but not limited to; identification of the visitor, the authorized agent who will escort the visitor, the purpose of their visit, the company they are visiting from if applicable, the date, time and duration of their visit.

12. Unfavorable events including but not limited to; safety incidents, workplace injuries, employee misconduct, CCC fines or adverse actions, product contamination or quarantine, recalls, or other product failures.

13. Records on all CCC correspondence and reports.

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14. Cultivation records with great consideration of the foregoing and additionally including but not limited to; records on the usage of water, nutrients, growing media, yields, and lighting.

15. Quality records including but not limited to; all testing results, recalls and complaints.

16. All pertinent records both digital and otherwise shall be reviewed thoroughly on a regular basis no less than once per year and shall all be stored in their respective digital systems along with cloud storage provided by Regenerative LLC from Dropbox or a similar high-quality provider.

17. All pertinent records both digital and otherwise shall be accessible to the CCC and any other pertinent governmental organization for review as may be necessary from time to time for a period of three years at the expense of Regenerative LLC in a form and location that is agreeable to the CCC.

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Regenerative LLC

Maintaining of Financial Records

Regenerative LLC believes that the maintenance of financial records is very important to the success of any and all businesses and was therefore pleased to see this requirement in the 935 CMR 500. Regenerative LLC shall maintain financial records in the following manner including but not limited to:

1. All financial records shall be completed in accordance with Regenerative LLC's operating agreement and GAAP (Generally Accepted Accounting Principles).

2. All financial records shall be maintained by the Accounting Department with direct oversight by the CFO and Regenerative's CPA firm in a digital system.

3. Regenerative's current plan will be to utilize QuickBooks Online for their financial record keeping as this allows for cloud storage of all financial records and data therefore automatically creating backup records and accessibility in the event of any critical failures. An assessment of the utilization of QuickBooks Online shall be done by the CFO along with the Accounting Manager and Regenerative's CPA firm from time to time to determine if it is the most appropriate tool to utilize for Regenerative LLC at that time.

4. QuickBooks Online shall record and maintain all of the following financial records including but not limited to; assets and liabilities, monetary transactions, books of accounts (which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers), and sales records including the quantity, form, and cost of marijuana products.

5. Salaries, stipends, executive compensation, bonuses, wages, benefits or other items of value paid or provided to each employee shall be maintained with a digital payroll system such as ADP or a similar high-quality provider.

6. A backup of all records shall be completed through the functionality of the aforementioned digital systems along with additional cloud storage provided by Regenerative LLC from Dropbox or a similar high-quality provider.

7. All financial records including tax returns shall be kept for a minimum of three years at the expense of Regenerative LLC in a form and location that is agreeable to the CCC. We are aware the requirement is only two years however with consideration for other regulations and best practices we believe three years is more appropriate.

8. Financial records shall be audited by the CFO at least once per quarter to ensure the policies defined by Regenerative LLC are being followed properly. Regenerative's CFO shall also audit all sales records on a monthly basis to ensure there has been no manipulation of such records. Regenerative's CPA firm shall complete a more comprehensive audit on an annual basis as well as assist and advise on the other aforementioned audits.

9. Real time inventory and the value of that inventory shall be tracked via Regenerative's digital Inventory Management System (IMS).

10. Inventories including plants in cultivation shall be audited on a weekly basis to ensure accuracy of the IMS and a comprehensive audit of all inventories shall be completed on an annual basis.

11. All financial records including inventory levels and values shall be accessible to the CCC and any other pertinent governmental organization for review as may be necessary from time to time.

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Regenerative LLC

Qualifications and Training

Regenerative LLC shall build a high functioning team through the careful selection of employees with proper qualifications and focused trainings. Employees will not only be trained at the beginning of their employment but on an on-going basis throughout their time at Regenerative LLC. Qualifications and training policies for Regenerative LLC shall include but not be limited to the following;

1. All employees shall be trained on all policies and procedures of Regenerative LLC including but not limited to our; handbook and personnel policies (including but not limited to; proper behavior and attire, hygiene, sanitation, badges, anti-loitering, entering and exiting the facility, visitors, communication, waste management and disposal, anti-diversion, reportable incidents, safety, alcohol/smoke/drug/weapon and violence free workplace, inventory tracking and inspections), diversity plan, restricting access to age 21 and older plan, record keeping procedures, transportation of Marijuana plan, storage of Marijuana plan, energy compliance plan, prevention of diversion plan, security plan, inventory procedures, quality control and testing plan, sensitivity and diversity, conflict resolution, schedules and all company systems.

2. Regenerative LLC shall ensure that all Registered Regenerative LLC Agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each of our employees. Tailored training at a minimum will include a Responsible Vendor Training Program for all Registered Regenerative LLC Agents pursuant to 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined and approved by the CCC. All staff shall receive at least twenty hours of on-going training annually each year.

3. Responsible Vendor Training shall be provided by Leafy Green Agency or a similar high-quality provider that is approved by the CCC in the following manner including but not limited to;
    a. All current owners, managers and employees of Regenerative LLC that are involved in the handling and/or sale of Marijuana and/or Marijuana Products for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed the Responsible Vendor Training Program by Leafy Green Agency or a similar high-quality provider that is approved by the CCC to be designated a "Responsible Vendor".
    b. Once Regenerative LLC is designated a "Responsible Vendor", all new employees involved in the handling and/or sale of Marijuana and/or Marijuana Products for adult use shall successfully complete a Responsible Vendor Training Program within 90 days of hire.
    c. After the initial successful completion of a Responsible Vendor Training Program all owners, managers and employees that handle and/or sell Marijuana and/or Marijuana Products will successfully complete the program each of the following years in perpetuity in order to maintain the designation as a “Responsible Vendor.” Administrative employees who do not handle or sell Marijuana and/or Marijuana Products shall not be required to complete this program but some of our key administrative employees will in fact still complete this program upon hire and annually.
    d. Regenerative LLC shall maintain the records of all Responsible Vendor Training that has been completed for a period of 4 years in a form and manner that is amenable to the CCC (or another licensing authority) and shall make such records available to the CCC upon request during normal business hours.
    e. Leafy Green Agency or a similar high-quality provider that is approved by the CCC shall adhere to all Certification Training Program Standards included in 935 CMR 500.105(2) including but not limited

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to the following; no owner/manager/employee shall have an interest in a licensed Marijuana Establishment, all programs shall be submitted to the CCC every two years for approval, the program shall include at least two hours of instruction time, the program shall be taught in a real-time interactive classroom setting (or other acceptable form as deemed by the CCC) where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified, maintain training records at their principal place of business during the applicable year and for the following three years and shall make such records available to the CCC (or another licensing authority) during normal business hours, provide written documentation of attendance and successful passage of a test (attendees who can speak and write English must successfully pass a written test with a score of 70% or better and those who cannot speak or write English may be offered a verbal test as long as the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better) on the knowledge of the required curriculum for each attendee and shall solicit effectiveness evaluations from those who have completed the program.

f. Leafy Green Agency or a similar high-quality provider that is approved by the CCC shall include but not be limited to the following in their class core curriculum; discussion concerning Marijuana's effect on the human body (including but not limited to; Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product, the amount of time to feel impairment, visible signs of impairment and recognizing the signs of impairment), best practices to prevent diversion and sales to minors, compliance with all tracking requirements, acceptable forms of identification (including but not limited to; how to check identification, spot false identification, patient registration cards formerly and validly issued by the DPH or currently and validly issued by the CCC, provisions for confiscating fraudulent identifications and common mistakes made in verification), other key state laws and rules affecting owners/managers/employees (including but not limited to; local and state licensing and enforcement, incident and notification requirements, administrative and criminal liability, waste disposal, health and safety standards, prohibition from bringing Marijuana onto licensed premises, permitted hours of sale, conduct of establishment, permitting inspections by state and local licensing and enforcement authorities, licensee responsibilities for activities occurring within licensed premises, privacy issues and prohibited purchases and practices) and such other areas of training as determined by the CCC from time to time.

4. Any and all employees that may potentially handle or sell Marijuana and/or Marijuana Products in any stage of development and/or processing that would be required to use METRC shall be trained extensively on the best practices in utilizing METRC and how to properly enter data and work with its tools on the following including but not limited to; registering for classes, standard inputs into the system, logging in, finding help and support resources, creating manicured/harvest/production batches, repackaging, creating a transfer manifest and receiving or rejecting a transfer manifest.

5. Any and all employees that may be involved with the cultivation and/or processing of Marijuana shall be trained extensively on our cultivation and production plans and procedures as well as all of the following including but not limited to; safe practices of handling Marijuana, quality control processes and procedures, proper sanitation and hygiene, equipment training including proper operation/maintenance and safety, cultivation techniques (including but not limited to; producing clones, training plants, sanitation, hygiene,

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feeding, watering, trimming, and curing), processing techniques (including but not limited to; sanitation, timing, methods, quality control, record keeping and packaging).

6. Performance evaluations and other proficiency assessments shall be done on a regular basis but at least annually to determine effectiveness of employee performance and our training program.

7. Prior to being offered employment at Regenerative LLC all candidates will need to prove fitness and proper experience for the position we are considering them for. There shall be specific requirements for certain positions including but not limited to;
    a. Anyone involved in the act of transportation or driving a company vehicle for any purpose shall need to have an acceptable driving history.
    b. Security personnel shall need acceptable previous security experience especially as it relates to anti-diversion, complex security systems and identifying proper acceptable government issued identification and those aged 21 and over.
    c. Managers shall need acceptable previous job experience qualifying them for a management position.
    d. Head Grower and Lead Grower shall need acceptable previous job experience as it pertains to Marijuana Cultivation, preferably in a licensed commercial setting.
    e. Cultivation Team shall need acceptable previous job experience in at least one of the following; cannabis cultivation (preferably in a licensed commercial setting), commercial agriculture with experience in pest management or a degree/background/experience in biology/horticulture.
    f. Facility Management Team shall need acceptable previous job experience preferably with advanced experience with HVAC and/or electrical equipment.
    g. Processing Team shall need acceptable previous job experience in manufacturing preferably in the cannabis or food industries.
    h. Kitchen Team shall need acceptable previous job experience preferably in the cannabis or food industries.
    i. Administrative Team shall need acceptable previous job experience in their relevant fields (accounting in accounting, human resources in human resources, etc.) and computer literacy.

8. Prior to being offered employment and at all times while employed (any offense which may change the suitability of such an employee shall be reported to the CCC within 10 days of the induvial' arrest, summons and/or disposition) at Regenerative LLC individuals will need to adhere with the relevant requirements in 935 CMR 500.802 (all criminal disqualifying dispositions, not including any juvenile dispositions, conditions, offenses and violations include the crimes of attempt, accessory, conspiracy and solicitation and all look back periods shall be from the date of the disposition unless there was an incarceration in which case the look back period shall be from the date of release from incarceration and all criminal conditions, offenses or violations shall include convictions, guilty pleas, please of nolo contendere, continuances without a finding or other disposition constituting an admission to sufficient facts and in all cases candidates for employment may appeal or require a secondary background check if they believe the original background check has returned erroneous or inaccurate results) including but not limited to;
    a. Being 21 years old or over.
    b. Never been convicted with 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 jurisdiction.

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c. Table D of 935 CMR 500.802 including but not limited to;
   i. Having any open or unresolved criminal proceedings the disposition of which may result in a felony conviction under the laws of the Commonwealth or a similar law in another jurisdiction, but excluding any criminal proceeding based solely on a Marijuana-related offense or a violation of M.G.L. c. 94C, § 32E (a) or § 34.
   ii. Having any open professional or occupational license cases.
   iii. Having any open or unresolved Marijuana License or Registration Violations in the Commonwealth or another jurisdiction in violation of the regulations as included in 935 CMR 500.000 or a similar statute or regulations in another jurisdiction, that has either remained unresolved for a period of six months or more or the nature of which would result in a determination of unsuitability for registration.
   iv. Submission of information to the CCC (including but not limited to; in connection with an agent application, waiver request or other CCC action) or making statements during or in connection with a CCC inspection or investigation that are deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly, or by omission or ambiguity.
   v. Felony convictions in Massachusetts or another jurisdiction for crimes of violence against a person, "violent crime" to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.
   vi. Felony convictions in Massachusetts or another jurisdiction in the preceding 3 years for crimes of dishonesty or fraud.
   vii. In the preceding 5 years applicant's or Licensee's prior actions posed or would likely pose a risk to the public health, safety, or welfare; and the risk posed by the applicant's or Licensee's actions relates or would likely relate to the operation of a Marijuana Establishment.

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Regenerative LLC

Energy Compliance Plan

Regenerative LLC strongly believes in reducing energy usage at all times and focusing on sustainable energy resource management. Two of the three Principals of Regenerative LLC come from the solar (photovoltaic) energy industry and therefore have backgrounds in sustainable energy but also a personal passion for sustainability especially as it relates to energy usage. Craig Willett, our CEO and main principal is also the founder, owner and President of SmartGrid Solar which has focused over the last 5 years on delivering the best solar solutions to both home and business owners across New England. Mikhail Glazomitskiy, our CFO and main principal has spent the last 10 years in the solar and energy efficiency industries. First as the Director of Training at Munro Distributing which subsequently became Rexel Energy Solutions and secondly by founding, owning and being the COO of Bright Planet Solar, Inc. Munro/Rexel Energy Solutions was primarily focused on energy efficiency solutions for businesses and secondarily on solar and Bright Planet Solar, Inc. was primarily focused on solar solutions for homeowners as well as businesses. Mikhail also obtained his MBA from UMASS Boston with a concentration in Environmental Management and was the first student ever at UMASS Boston to receive their Graduate Certificate in Clean Energy and Sustainability. Needless to say both Craig and Mikhail are very passionate on a personal level when it comes to sustainability overall especially as it relates to energy and water usage both in business and at home. Craig and Mikhail both have solar systems on their homes as well as LEDs throughout and other energy efficient measures (HVAC, appliances, insulation, windows, et.c). Regenerative LLC along with its own internal expertise in this area shall also work closely with Roger Gaydou, CEM from Alternate Power and Energy and Tony Castro, Energy Efficiency Specialist from Complete Energy Services as part of their Sustainability Committee in the design and operation of the facility. Regenerative LLC therefore shall be focused on energy compliance and reduction in accordance with 935 CMR 500.105(15) in the following manner including but not limited to;

1. Identification of potential energy-use reduction opportunities and a plan for implementation of such opportunities in the following manner including but not limited to;
    a. Create a Sustainability Committee chaired by Mikhail Glazomitskiy with Craig Willett, Roger Gaydou, CEM from Alternate Power and Energy and Tony Castro, Energy Efficiency Specialist from Complete Energy Services as members of the committee. This committee shall meet on a quarterly basis to assess current energy usage and recommend new technologies, products, techniques, approaches and strategies to reducing usage and/or demand to the Board of Directors for Regenerative LLC.
    b. Work closely with the Sustainability Committee especially Mr. Gaydou and Mr. Castro as part of the Regenerative LLC design team for the original design and construction of the facility. This work will not simply be completed once our facility is designed and constructed but Regenerative LLC will continue to work with these individuals and companies on an ongoing basis at least every quarter post construction to identify new products, trends and opportunities to save and reduce energy usage.
    c. Any proposed renovations or expansions shall be done with guidance from the Sustainability Committee especially from Mr. Gaydou and Mr. Castro. Furthermore any energy using system which has a failure and requires replacement shall first be discussed with the Sustainability Committee particularly Mr. Gaydou and Mr. Castro prior to replacement to ensure there is not a better solution available in the market at that time.
    d. Utilization of natural lighting through skylights, windows, etc. where applicable, feasible and logical in accordance with all laws and regulations throughout our facility and the utilization of natural light in our greenhouses when those are constructed.
    e. Utilization of energy efficient LED lighting, lighting controls and lighting schedules throughout our facility (both inside and out) as well as in our cultivation areas for our horticultural lighting. All LED

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lighting used for horticultural means shall be from the approved horticultural qualified products list from DLC in accordance with all CCC compliance.

f. Utilization of HVAC units that have a high SEER rating and VRF (Variable Refrigerant Flow where applicable) throughout our facility as well as in our cultivation areas. Air flow will be optimized in our HVAC system through proper equipment maintenance especially replacing filters in a timely fashion.
g. Utilization of a Building Management System (referred to as "BMS" herein) from Honeywell or a similar high-quality provider which will have advanced reporting, control and visibility capabilities allowing Regenerative LLC to not only monitor all energy consumption with granular detail but also granular control of all energy using components (lighting, HVAC, etc.) as well. The reporting functionality will allow Regenerative LLC to analyze energy usage and identify areas for improvement. The control functionality will allow for granular adjustment of every energy using device in the facility ensuring there is no waste and to easily make adjustments from the foregoing analysis. The visibility functionality will allow for proactive maintenance and identification of potential issues with immediacy.
h. Constructing our building with great consideration for impacts from the overall building envelope and focusing on insulation with a high R-value, windows with a high U-factor, as well as proper roof materials, doors and walls to reduce heat or cold loss. Our facility construction including all systems as well as odor mitigation shall be done in accordance with Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) and The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) as applied or incorporated by reference in 780 CMR: State Building Code.
i. Efficient utilization of water and water usage will also be a key part of our facility design. Regenerative LLC will have a drip irrigation system with control functionality for all plant irrigation therefore reducing our water usage. This system shall be integrated to the natural environment to allow for the natural environment (rain) to do a lot of the watering for us reducing our overall water usage. This system further shall be scheduled and controlled in accordance with the changing of seasons and the specific weather impacts and therefore watering needs of that time frame.
j. Regenerative LLC will have a plethora of water meters connected to our irrigation system allowing us to measure and monitor our water usage and find areas for improvement. In addition to the quarterly Sustainability Committee meetings and energy and water usage analysis we will have an annual water audit specifically focused on understanding our water usage better and how we can reduce water usage in the future as well as to understand the amount of water needed for our strains and the impact of that water usage to find efficiencies. Along with our Facility Management Team these water meters shall help us identify inefficiencies but also potential leaks in the system which will be repaired immediately to ensure we are not wasting water.
k. Regenerative LLC shall utilize "living soil" (compost and peat mix) as our growing media which tends to retain water better than many other medias reducing the need for watering overall.
l. Regenerative LLC will have a water capture system capturing run off from the water we use, rain water and output from our dehumidification units. We shall then utilize this water for irrigation of our plants and/or compost piles depending on water quality to reduce our overall water usage.

2. Consideration of opportunities for renewable energy generation in the following manner including but not limited to;

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a. Regenerative LLC is planning on installing a 250KW DC roof mounted solar system on the facility in late 2021 when funding allows Regenerative LLC to do so.
b. Regenerative LLC will also consider a ground mount and a carport solar system for additional energy needs beyond those provided by the roof mounted solar system. Currently a ground mount system would be a challenge as our cultivation and facility plans encompass the usable area of the property. As we continue to work with the town of Uxbridge, we will reevaluate this plan and if room allots we shall add a ground mount solar system on the property as well and if not will seek to add a carport solar system to the facility in 2022.
c. Regenerative LLC will make energy supply decisions utilizing the aforementioned Sustainability Committee meeting on a quarterly basis. Regenerative LLC will first contract and elect 100% of its electric supply from a third-party electric supplier such as Constellation or a similar high-quality provider in Uxbridge, MA. We will choose from one of their "green plans" where the energy from one of these plans is entirely derived from renewable sources. Regenerative LLC shall secondly look for a Community Solar Project in the area that we can obtain our electric needs from for a more direct and local renewable energy source.
d. Any proposed renovations or expansions shall be done with guidance from the Sustainability Committee and shall further evaluate renewable energy options at such time. For example, if we expand the building at our facility and therefore expand our energy needs, we will evaluate the addition of a roof mounted solar system to that building expansion or the potential upgrading to the existing solar system through larger wattage solar modules and/or a larger inverter. As these systems require maintenance or there is a system failure that requires replacement newer and potentially more efficient/productive equipment shall be evaluated and discussed with the Sustainability Committee before a repair is completed.

3. Strategies to reduce electric demand in the following manner including but not limited to;
    a. Full utilization of the capabilities of our BMS to monitor, analyze, optimize, adjust and balance energy utilization and demand between all energy using equipment especially on lighting schedules which will coincide with HVAC utilization as well.
    b. Utilization of demand response technologies and especially aligning our heaviest electric demands during off peak times (overnight).
    c. Addition of an energy storage system from Tesla or a similar high-quality provider in conjunction with the addition of the solar system in 2021 and 2022.
    d. Full utilization of the capabilities of the Sustainability Committee especially Mr. Gaydou and Mr. Castro in the design and construction of the facility to utilize the latest and best technologies in regards to peak demand load shedding and active load management.

4. Engagement with energy efficiency programs in the following manner including but not limited to;
    a. Working closely through the Sustainability Committee on a quarterly basis with Mr. Gaydou and especially Mr. Castro and Complete Energy Services which specialize in the utilization of the utility energy efficiency incentive programs available in Massachusetts in partnership with MASS SAVE.
    b. The partnership with Complete Energy Service and especially Mr. Castro shall be paramount here as he has personally saved businesses throughout the Commonwealth over 10,000,000 kWh and specifically specializes in the utilization of the utility incentive programs in Massachusetts in partnership with MASS SAVE as well as specifying the best products and practices to drive energy efficiency.

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5. Proper equipment maintenance, calibration, and operation for all our energy and water using systems shall be done in the following manner including but not limited to;
    a. Maintenance and review of all operating manuals along with their recommended maintenance, inspection and operations schedules as defined by the manufacturers of that equipment shall be done on a regular basis by the Facility Management Team.
    b. Extensive training shall be provided to our Facility Management Team on all building systems including but not limited to; lighting (horticultural and otherwise), HVAC, dehumidification, building envelope and the proper functioning and maintenance schedules of the equipment/system.
    c. There shall be a Facility Maintenance Schedule and Log which shall be maintained by the Facility Management Team and overseen by our COO to ensure all systems are properly functioning and are being maintained accordingly. Part of the Facility Maintenance Schedule and Log shall be regular inspections of building systems to ensure maintenance is occurring in a proactive manner.
    d. Proper equipment calibration is critical for proper equipment functioning and this shall be reviewed on a regular basis as part of the Facility Maintenance Schedule and Log in accordance with all manufacturer guidelines.
    e. The Facility Management Team will have on-going training requirements with building system manufacturers to learn about new products, strategies and trends as well as best practices in the utilization of these systems to ensure efficient and proper operation, maintenance and calibration.
    f. Regenerative LLC will focus on specifying building system components that generally last longer and require less maintenance such as LED lighting and HEPA filters in our HVAC system to reduce the need for maintenance overall and increase efficiency and uptime.
    g. Regenerative LLC in addition to the Facility Maintenance Schedule and Log shall have a Sanitation Schedule and Log which will in turn aid in the proper and efficient functioning of building systems.
    h. More advanced maintenance and/or repairs shall be done by licensed professionals who have an expertise with the specific building system they shall be working on especially as it relates to a cannabis facility.

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Regenerative, LLC

Diversity Plan

Regenerative not only strives to be a valued member of our community but is excited to participate in the diversity requirement by the CCC to promote equity among minorities, women, veterans, people with disabilities and people of all gender identities and sexual orientation (referred to herein as "Diversity Group"). One of the three Principals of Regenerative would classify as a member of this Diversity Group as defined by the CCC. Atul Patel, our COO and main principal is an Asian-Indian who immigrated to the United States and identifies as a "brown person" and a minority. Atul obtained a Bachelor of Science degree in Mechanical Engineering from Northeastern University but felt he needed an advanced degree to be viewed as an equal to some of his peers who were not members of the Diversity Group and therefore obtained a Master of Science in Project Management from Northeastern University. Atul was fortunate to succeed as an immigrant and someone of color however unfortunately he is no stranger to being a victim of racism and prejudice. One of our other main principals and our CFO Mikhail Glazomitskiy although not a member of the Diversity Group is also an immigrant. Although Mikhail is Caucasian he was also the victim of prejudice due to being an immigrant and especially witnessed the prejudice against his parents with their accents and customs that not always aligned with what was historically expected of an "American." Mikhail formerly was the COO and owner of Bright Planet Solar (which he grew to 14 locations and over 400 employees nationwide) where he oversaw all HR functions at the company. One of his goals was to promote the employment and advancement of those that belong to the Diversity Group. Although there are many examples of this promotion there are two that truly exemplify Mikhail's dedication to this initiative. The first example was a woman who was originally hired as an intern (while she was in pursuit of a college degree) and was personally and directly mentored by Mikhail over her 5 years of employment with the company. During this time she was promoted to a Project Manager, then to the Director of Project Management, then to the Director of System and Process Development and ultimately became the Vice President of Operations, a role she still currently holds. The second example was a woman who was hired as a Site Surveyor and identified as a member of the LGBTQIA+ community. Hiring a woman as a Site Surveyor was and still is unheard of in the solar industry however not only was this woman a Site Surveyor but again with Mikhail's mentorship over her 3 years of employment with the company she was promoted to Site Survey Manager and subsequently became the company's Safety Manager. She ultimately left the company after attaining many skills from her experience and started her own business which she operates successfully to this day. Both Atul and Mikhail (as well as our CEO Craig) strongly believe in promoting equity to the Diversity Group especially members who are women, minorities and people who identify with any non-heterosexual/non-normative sexual orientation (referred to herein as "Regenerative's Group of Focus").

Goals

Regenerative shall focus on promoting equity to members of the Diversity Group who are women, minorities and people who identify with any non-heterosexual/non-normative sexual orientation and set the following goals:

1. Promote equity to women by ensuring at least 60% of all employees shall identify as a woman.
2. Promote equity to minorities by ensuring at least 25% of all employees shall identify as a minority.
3. Promote equity to the LGBTQIA+ (and any person having a non-heterosexual/non-normative sexual orientation) community by ensuring at least 10% of all employees shall identify as a non-heterosexual/nonnormative sexual orientation.
4. Promote equity to Regenerative's Group of Focus by ensuring at least 33% of all leaders (Managers and above) are a member of Regenerative's Group of Focus.

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Program

To achieve the aforementioned goals Regenerative, LLC shall take the following action including but not limited to;

1. Advertise all job listings in mediums and publications focusing on Regenerative's Group of Focus including but not limited to; jobsforwomen.com, powertofly.com, diversityjobs.com, blackjobs.com, tjobbank.com, and pinkjobs.com as well as more "main stream" job seeking websites such as indeed.com. Job postings shall be posted from time to time as needed for the hiring of new employees and due to our projected growth we will always have some job postings on the above named mediums at all times.
2. Hiring an HR Manager who shall be a member of Regenerative's Group of Focus.
3. Encourage members of Regenerative's Group of Focus to apply for employment and that we are specifically seeking these members for employment. This shall be accomplished through a disclosure in our recruiting advertisements (those on indeed.com or a similar job seeking website as well as the websites listed above) that we are specifically looking for members of Regenerative's Group of Focus to apply and be employed by Regenerative.
4. Have inclusion and diversity training for all of our employees with specialized training for leaders and managers when they are first hired, at each promotion and on an ongoing basis at least once per year. We will coordinate services with internal and external HR groups to tailor a diversity and inclusion training for our team. Topics will include but not be limited to; focusing on a multigenerational workforce, the impact of personal bias in the workplace, supporting gender identity and expression, guiding the company to the proper form of diversity, equity and inclusion.
5. Create a Diversity Committee which shall be chaired by Atul Patel (COO and a member of Regenerative's Group of Focus) and will include our Compliance Manager and HR Manager. This committee shall meet bimonthly to not only discuss and determine our progress and success or lack thereof of our Diversity Plan but also to develop and recommend policies, procedures and initiatives of how Regenerative can improve its Diversity Plan. Furthermore the Diversity Committee shall make recommendations to the Board of Directors (at least one per quarter) of how Regenerative can help members of Regenerative's Group of Focus both within and outside of the company.
6. Develop an anonymous survey to be issued to all employees annually specifically aimed at soliciting feedback on our Diversity Plan.
7. Create a continued education program which shall reimburse employees up to $1,000 per year per employee for continued education expenses as it pertains to career or personal development with a specific focus of encouraging Regenerative's Group of Focus to take advantage of this benefit.
8. Create a 25% bonus to our standard employee referral program for employees who refer members of Regenerative's Group of Focus candidates that end up being employed by Regenerative.
9. The Principals of the Company (Craig Willett, Atul Patel and Mikhail Glazomitskiy) shall dedicate no less than 12 hours per year mentoring (via training, workshops or individual meetings) members of Regenerative's Group of Focus which shall include topics such as; resume writing, interviewing skills, business plan development, financial modelling and projections, development of sustainable systems and processes (and their importance to a successful business), best recruiting practices, cannabis cultivation lighting design, cannabis cultivation design, and cannabis cultivation best practices.

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10. Identify at least one organization to partner with that can help achieve the program details outlined in the forgoing point (point 9). Regenerative LLC shall disclose this partner to the CCC for approval and approval of compliance prior to hiring any Regenerative LLC employees.
11. Hold at least one job fair job fair each year in both Fall River, MA and in Worcester, MA, specifically advertising such job fairs to members of Regenerative's Group of Focus and encouraging their participation.
12. Develop HR policies specifically aimed at creating an inclusive working environment and appropriate treatment of all people especially members of the Diversity Group.

Measurements

Regenerative shall hold weekly meetings of the Board of Directors and at least one of these board meetings each quarter shall be entirely dedicated to the discussion, review and evaluation of progress and implementation of the aforementioned goals and program. This meeting shall also include the Compliance Manager and the HR Manager. If progress is lacking and we have yet to fully implement our program and achieve our goals there shall be a concrete written strategy and plan developed of how we will make significant progress in the following quarter. Regenerative's plan to measure and evaluate achievement of these goals and execution of our programs shall be done in the following manner:

1. Review and analyze our employee and recruiting records to determine if the aforementioned hiring and promotion goals as detailed in this plan have been attained. If the goals have been achieved we will seek proof through a written reporting from our HR and recruiting system and HR Manager verifying these results. If the goals have not been accomplished then the Board of Directors along with the Compliance Manager and the HR Manager shall develop and detail a specific written plan and strategy to achieve these goals. The following analysis shall be completed including but not limited to;
    a. Compare the total number of employees to the total number of employees who are members of Regenerative's Group of Focus.
    b. Compare the total number of employees in leadership (Managers and above) positions to the total number of employees in leadership (Managers and above) positions who are members of Regenerative's Group of Focus.
    c. Compare the total number of employees who were promoted in the previous quarter to the total number of employees who were promoted in the previous quarter who are members of Regenerative's Group of Focus.
    d. Compare the total number of job applicants in the previous quarter to the total number of job applicants in the previous quarter who are members of Regenerative's Group of Focus.
    e. Compare the total number of new hires in the previous quarter to the total number of new hires in the previous quarter who are members of Regenerative's Group of Focus.
    f. Compare the total amount of employee turnover in the previous quarter to the total amount of employee turnover in the previous quarter who are members of Regenerative's Group of Focus.
    g. Compare the benefits provided and compensation of employees who are members of Regenerative's Group of Focus to the employees who are not members of Regenerative's Group of Focus.
    h. Review all HR polices especially those pertaining to inclusion and appropriate treatment of members of the Diversity Group.

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   i. Review all current job postings and postings from the previous quarter to ensure they were posted on all of the aforementioned websites and included the aforementioned verbiage as it pertains to encouraging members of Regenerative's Group of Focus to apply.

2. The Principals shall keep a written log as it pertains to point 9 in the Program section above which shall include but not be limited to; the dates of the mentorship, the length of time of the mentorship and the topics of the mentorship. In the review of this log if we believe we have completed the mentorship a written affidavit shall be created and executed by the Principals attesting to the dates of the mentorship, the length of time of the mentorship and the topics of the mentorship. In the review of this log if we believe we have not completed the mentorship detailed we will develop and detail a specific written plan and strategy to complete at least 50% of this mentorship in the following quarter along with a deadline of the dates on which the mentorship must occur.
3. Review and analyze the recommendations by the Diversity Committee and implement at least one of these recommendations every year.
4. Review and analyze our financial records to determine if the aforementioned continued education payments and referral payments have been properly made. If it is determined we have completed the payments we will seek proof (pay stub, cancelled check, etc.) that those funds have in fact been paid. If it is determined the funds have not been paid then we will determine a specific date on which the funds shall be paid and determine the failure in our system or process which prevented those payments from being properly made originally.
5. This Diversity Plan will adhere to regulations set forth by 935 CMR 500.105(4). Regenerative LLC will adhere to the Permitted and Prohibited Practices in Marketing and Advertising Requirements during any and all advertising, including job fairs.
6. Any actions taken, or programs instituted, by the Regenerative LLC will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.
7. The progress or success of this Diversity Plan by Regenerative LLC, in its entirety, will be documented on a quarterly basis with a comprehensive report completed annually. It is understood that this comprehensive report shall be completed prior to our annual renewal each year and the renewal shall occur one year from the issuance of provisional licensure whether or not Regenerative LLC is issued a final license.

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