



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR281810

Original Issued Date: 02/14/2020

Issued Date: 02/14/2020

Expiration Date: 02/14/2021

Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Elev8 Cannabis Inc

Federal Tax Identification Number EIN/TIN: [REDACTED]

Phone Number: 817-323-5586 Email Address: seun@elev8cannabis.com

Business Address 1: 217 main st

Business Address 2:

Business City: williamstown Business State: MA

Business Zip Code: 01267

Mailing Address 1: 1409 oak st

Mailing Address 2:

Mailing City: eugene

Mailing State: OR

Mailing Zip Code: 97401

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

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

Date generated: 04/08/2020

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 87

Percentage Of Control: 87

Role: Executive / Officer

Other Role:

First Name: Oluwaseun

Middle Name:

Last Name: Adedeji

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 8

Percentage Of Control: 8

Role: Executive / Officer

Other Role:

First Name: Katherine

Middle Name:

Last Name: Tener

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: SSZ Real Estate Holding LLC

Entity DBA:

Email: seun@elev8cannabis.com

Phone: 817-323-5586

Address 1: 243 Main Street

Address 2:

City: Athol

State: MA

Zip Code: 01331

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$384690

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: Seun

Owner Middle Name:

Owner Last Name: Adedeji

Owner Suffix:

Entity State Business Identification Number: 1033843C8C

Entity Federal Tax Identification Number (EIN/TIN) or Foreign Business ID: 82-0898607

Entity Legal Name: Elev8 Cannabis LLC

Entity DBA:

Entity Description: Marijuana dispensary

Entity Phone:

817-323-5586

Entity Email:

seun@elev8cannabis.com

Entity Website:

Entity Address 1: 2055 W 12th Avenue

Entity Address 2:

Entity City: Eugene

Entity State: OR

Entity Zip Code: 97402

Entity Country: USA

Entity Mailing Address 1: 2055 W 12th Avenue

Entity Mailing Address 2:

Entity Mailing City: Eugene Entity Mailing State: OR

Entity Mailing Zip Code: 97402

Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 243 Main Street

Establishment Address 2:

Establishment City: Athol

Establishment Zip Code: 01331

Approximate square footage of the establishment: 1200

How many abutters does this property have?: 36

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Athol Approved HCA Cert Elev8 signed 8-7-18 (1).pdf	pdf	5b786b815a6f093923e4fa69	08/18/2018
Plan to Remain Compliant with Local Zoning	Elev8 - Athol - Plan to Remain Compliant with Local Zoning.pdf	pdf	5c34ee53e96db37a99be4ff4	01/08/2019
Community Outreach Meeting Documentation	Elev8 - Community Outreach - Updated.pdf	pdf	5c5dcde9eadf341230f65c3e	02/08/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan Positive Impact - Athol.pdf	pdf	5dc48ecc0f35e05798b35d46	11/07/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Oluwaseun

Middle Name: Last Name: Adedeji Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Katherine Middle Name: Long Last Name: Tener Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:

Entity Legal Name: SSZ Real Estate Holding LLC

Entity DBA:

Federal Tax Identification Number EIN/TIN:

Entity Description: Holding Company

Phone: 817-323-5586

Email: seun@elev8cannabis.com

Primary Business Address 1: 243 Main Street

Primary Business Address 2:

Primary Business City: Athol

Primary Business State:

Principal Business Zip Code:

MA

02143

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Massachusetts department of revenue.pdf	pdf	5b7b0e2a8d67cc394b81b724	08/20/2018
Articles of Organization	Massachusetts Article of organization .pdf	pdf	5b7b12fd5a6f093923e4fb70	08/20/2018
Bylaws	Elev8 Member-Managed Operating Agreement.doc .pdf	pdf	5b7c4ff8d389b22d7bd63cab	08/21/2018
Secretary of Commonwealth - Certificate of Good Standing	Certifcate of Good Standing.pdf	pdf	5b7d887b03a477392d0a2f61	08/22/2018
Bylaws	C corp.pdf	pdf	5d9629806eb01d1b28fafd38	10/03/2019
Bylaws	Elev8 Cannabis - Bylaws.pdf	pdf	5d96298367e7d91adfc6764a	10/03/2019
Bylaws	Elev8 Cannabis - Plan of Conversion.pdf	pdf	5d962983d471f115eb599b98	10/03/2019

No documents uploaded

Massachusetts Business Identification Number: 001337824

Doing-Business-As Name: N/A

DBA Registration City: Athol

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Elev8 - Athol - Proposed Timeline.pdf	pdf	5c34f08d21b7c17a8fe2f3d8	01/08/2019
Plan for Liability Insurance	Elev8 - Liability.pdf	pdf	5c5ddb0a5fd63c1b24eb365c	02/08/2019
Business Plan	Business Plan - Athol.pdf	pdf	5dc49e28d5b0805341c60c88	11/07/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Elev8 - Athol - Security Plan.pdf	pdf	5c34f845550ac07ab72aec6c	01/08/2019
Prevention of diversion	Elev8 - Athol - Prevention of Diversion.pdf	pdf	5c34f8a46f99f37acbf31471	01/08/2019
Storage of marijuana	Elev8 - Athol - Storage of Marijuana.pdf	pdf	5c34fb137f373a7220c2e132	01/08/2019
Transportation of marijuana	Elev8 - Athol - Transportation of Marijuana.pdf	pdf	5c34fba37341b97aa37331fe	01/08/2019
Inventory procedures	Elev8 - Athol - Inventory Procedures.pdf	pdf	5c34fc1a7f373a7220c2e138	01/08/2019
Quality control and testing	Elev8 - Athol - Quality Control and Testing.pdf	pdf	5c34fc86e96db37a99be5049	01/08/2019
Dispensing procedures	Elev8- Athol -Dispensing Procedures (for Retailers).pdf	pdf	5c34fcfb16fa0d7202cead32	01/08/2019
Personnel policies including background checks	Elev8 - Athol -Personnel Policies Including Background Checks.pdf	pdf	5c34fd606f99f37acbf31486	01/08/2019
Record Keeping procedures	Elev8 - Athol - Recordkeeping Procedures.pdf	pdf	5c34fe3416fa0d7202cead40	01/08/2019
Maintaining of financial records	Elev8 - Athol - Maintaining of Financial Records.pdf	pdf	5c34fe846f99f37acbf31490	01/08/2019
Plan for obtaining marijuana or marijuana products	Elev8 - Athol - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5c34ff5e7f373a7220c2e14c	01/08/2019
Qualifications and training	Elev8 - Athol - Qualifications and Training.pdf	pdf	5c34ffd6a2404e71ee7e6709	01/08/2019
Restricting Access to age 21 and older	Elev8 - Athol - Plan for Restricting Access to Age 21 and Older .pdf	pdf	5c35004d21b7c17a8fe2f426	01/08/2019
Diversity plan	Elev8 - Diversity Plan.pdf	pdf	5dd5aa70fd468857b99bcf80	11/20/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

ELEV8 CANNABIS LLC

**243 MAIN STREET
ATHOL, MASSACHUSETTS**

Business Plan

Executive Summary

Elev8 Cannabis LLC is a Limited Liability Company located in Athol, MA and organized under the State of Massachusetts. We are a Black-owned cannabis retail dispensary with an innovative approach and an expertise in growing, processing, manufacturing, retailing, and compliance. Elev8 Cannabis values product quality, brand, identity, customers, and community.

Elev8 is not simply a cannabis retail shop — we are an experience! As we supply our customers with their medical and recreational needs, we hope to elevate our customers by upholding our mission – Treat Everyone Like Gold.

Goals and Objectives

Our goal is to be a successful and responsible cannabis dispensary in Massachusetts. We aim to create an environment that is relatable and indefinable. Elev8 Cannabis is more than a company-- we are a lifestyle. We strive to build a strong long-lasting relationship with the community by providing our customers and supports with physical and mental relief, along with education.

SWOT Analysis

Strengths

- Elev8 Cannabis LLC has expertise in growing, manufacturing, and retailing. We are familiar with current data on industry trends, which allows us to predict the direction of the industry.
- We are familiar with the development and operations of a retail dispensary.
- Our team has a wealth of knowledge and expertise. They all bring a unique and complementary skill that allows us to work cohesive.
- The owner of Elev8 Cannabis LLC, Seun Adedeji, is an MMA fighter who fights in stadiums of thousands, providing massive free advertising.
- Elev8 Cannabis reinforces the importance of exceptional customer service, allowing people to connect with the culture of our company.

Weaknesses

- Profit margins will go down as market becomes more saturated over time. However, those who enter the market early will rise above the competition.
- Because the cannabis industry is highly regulated, there are many compliance costs.

Opportunities

- In the cannabis industry, there is a high and quick return on investment. This provides room to franchise and expand our brand to other markets and states.

Threats

- Others can enter the market offering similar products.
- Taxation and regulation is very high.

The Management Division of Responsibilities

Limited Partners or Investors will be responsible for the cost of real estate acquisition, interior build-out costs, and compliance costs.

Elev8 Cannabis will be responsible for acquiring and completing the correct licensing material, choosing the appropriate location, managing the build-out, procuring inventories, staffing and training, marketing and research development, and creating a successful business plan.

Staff and Operations Management

Employees will begin with a one-month training period. Employees will be professionally picked based on expertise, sales ability, professionalism, knowledge, and public appeal. Operations will be state compliant at all times, which shall include state compliant coded-safes, camera systems, sales rooms, data intake, etc.

Operational Time Line:

August 2018 – Submit CCC Applications for Licensure

September 2018 – Hire contractors to complete dispensary facility

October 2018 – 1) Complete facility construction and development

2) CCC will approve the facility for operations

November 2018 – Hire full-time staff

December 2018– Grand Opening of Elev8 Cannabis in Athol, MA

Plan for Obtaining Liability Insurance

Elev8 is working diligently to ensure we have the proper insurance coverage. We have identified numerous insurance companies in Massachusetts to provide safety for our facility, employees, and customers.

- 1) First party coverage is for facilities, including buildings and contents. Safeguards we are already familiar with, such as sprinklers and robust security systems, are required in this business.
- 2) Marine insurance is what protects product that moves around, thus an integral part of the overall risk picture for any business that manufactures a product, then transports it to distributors. We will ensure our product is safe and protected.
- 3) Third-party coverage – lawsuits. We anticipate insurance to provide limited protection for “products liability.” We will ensure good controls are in place to secure quality is one of the allures of legal marijuana for consumers. It makes sense that the industry

controlling the production should take a greater degree of responsibility for its use (or misuse).

Positive Impact Plan

Elev8 Cannabis, LLC, stands true to its name. We elevate our customers and community by following our mission statement, “Treat Everyone Like Gold.”

We operate under criteria given by the CCC for positive impact:

1. Majority of ownership has held one or more previous positions where the primary populations served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
 - Education and access to resources
 - Removing economic and political barriers
 - Funding ventures
 - Accredited programs to produce minority own cannabis ventures
2. A majority of the ownership is made up of individuals from Black, African American, Hispanic or Latino descent.
3. Owners demonstrate significant past experience in or business practices that promote economic empowerment in areas of disproportionate impact.

Our mission stretches beyond our doors. A percentage of our profit is allocated for positive impact within our residing city. While another \$10,000 will go to non-profits in the local community that align with our company’s mission and values.

Elev8 intends to host quarterly educational seminars that are designed to empower individuals that work or reside within areas of disproportionate impact with skills training relative to the cannabis industry. Elev8's goal is to reduce barriers to entry in the commercial adult-use cannabis industry. Seminars will be held in rotating areas of disproportionate impact closest to our location: Fitchburg, Pittsfield, and North Adams.

Elev8 will proactively promote seminars via monthly advertisements in local newspapers, such as the Athol Daily News, stating that we are specifically looking for Massachusetts residents who have had past drug convictions for employment. We will reach out to non-profit organizations that interact with populations that would be interested in such trainings including local workforce development programs, and via social media.

Plan Administration

The Chief Executive Officer will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and will be responsible for developing measurable outcomes to ensure Elev8 continues to meet its commitment to the community. The CEO will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan.

Plan Measurement

At the end of each year, the CEO will count the number of educational seminars held and measure against its goal of four. For each seminar that was not held, the company will host an additional seminar the following year and make a contribution of \$2,500 to the Social Equity Fund. We will show progress on an annual basis. The results will be documented upon license renewal (one year from provisional licensure) and every year thereafter.

We are committed to positively elevating our employees, customers, and community.

Budget

Starting a retail marijuana shop isn't something that comes cheap and required mass amounts of dedication. We feel we are well prepared to make decisions for long term growth not short term cash flow. Below is a detailed estimated budget. These numbers are based off our experience in Oregon, as well as in depth research about costs in other cities in different states.

- Cost of acquiring space - \$300,000-\$600,000
- Cost for construction and remodeling – \$20,000
- Total fee for registering your business – \$70,000-\$100,000 (this could fluctuate due to the newness of recreational states)
- Legal expenses for obtaining licenses and permits – \$5,000
- Annual insurance premium – \$4,000
- Security equipment – \$10,000
- Operational cost for the first 3 months (salaries of employees, bill payment) – \$50,000
- The cost for start-up inventory – \$100,000
- Cost for employee training – \$6,000
- Cost for packaging supplies (bottles, boxes, and envelopes for dispensing and shipment) – \$3,000
- Cost for store equipment (cash register, ventilation, signage) – \$20,000
- Cost for computer software (accounting, payroll, CRM, Microsoft Office, QuickBooks Pro, delivery ID, Leafly, etc) – \$10,000
- Marketing promotion expenses for the grand opening – \$3,000
- Cost for the purchase of furniture and technology (computers, printers, phone, tables and chairs) – \$7,500.
- Website development – \$5,000
- Miscellaneous office expenses including supplies and start-up services – \$5,000
- Cushion for miscellaneous expenses – \$5,000

Total: \$623,500 – \$953,500

Please note that this amount includes the salaries of all the staff for the first month of operation as well as the first and last month rent.

Investor Advantage

The cannabis industry is highly regulated, meaning every transaction is recorded and reportable daily to the state using their MicroSoft Metrc System. Penalties for non-compliance are severe including heavy fines and the revoking of licenses. Each dispensary is required to keep professionally monitored and recorded books that are always viewable by the state. The products sold must be licensed products, and transactions are monitored through records and surveillance. This insures that all business is performed legally and transparently.

Return on Investment

My goal is by the second year to be grossing over \$100,000 a month in each location. Dividable net is about 70% of gross profit once sales plateaus are reached.



Plan for Obtaining Liability Insurance

Elev8 Cannabis LLC (“Elev8”) plans to contract with James River Insurance Company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Elev8 will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Elev8 will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Elev8 will keep reports documenting compliance with 935 CMR 500.105(10).

Host Community Agreement Certification Form

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


Applicant

I, Ouwaseun Adedeji, (*insert name*) certify as an authorized representative of Elev8 Cannabis LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the town of Athol, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August 7, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Shaun A. Suhoski, Town Manager, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Athol, MA (*insert name of host community*) to certify that the applicant and the Town of Athol, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 7, 2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Seun Adedeji, (*insert name*) attest as an authorized representative of Elev8 Cannabis LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 3, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 26, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 25, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 22, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

ATHOL VOLLEYBALL

Raiders
take down
Rams in 4

SOUTHWICK — The Athol boys volleyball team continued to play like one of the better teams in western Massachusetts on Wednesday night, defeating Southwick Regional High School, 3-1.

The Red Raiders took Game 1, 25-16, dropped Game 2, 27-25, but won Game 3, 26-24, and Game 4, 25-20.

The Red Raiders improved to 7-3 on the year.

Justin Blake led the team with 19 kills, while Jordan Carrasquillo added 10 kills. Nick Casella had nine kills and Colby Soltysik six. Soltysik added 49 assists. Blake and Colby Mason each had two aces.

HS SCHEDULE

Thursday, April 26
Athol

Varsity boys volleyball vs Leominster, 6 p.m.

JV boys volleyball vs Leominster, 5 p.m.

Varsity softball vs Greenfield, 4 p.m.

MS softball at Greenfield, 4

Mahar

Varsity baseball vs High School of Commerce, 4 p.m.

Varsity softball vs Hopkins Academy, 4 p.m.

JV softball vs Hopkins Academy, 4 p.m.

MS baseball at Amherst-Pelham Regional, 3:30 p.m.

Friday, April 27
Athol

Varsity baseball at Easthampton, 4 p.m.

JV baseball at Easthampton, 4 p.m.

Varsity boys track and field at Mahar Regional, 3:30 p.m.

Mahar

Varsity boys track and field vs Athol, 3:30 p.m.

Saturday, April 28
Athol

MS softball vs Murdock, 1

MS baseball vs Murdock, 1

Varsity softball vs Taconic, 10 a.m.

JV softball vs Taconic, 10 a.m.

Athol

FROM B1

2017-leader Bigwood (26).

Bigwood, Mahony and Wrigley have combined for 22 hits in 53 at-bats (.415) with 21 runs, 11 RBIs, seven doubles, two triples and two home runs. The Red Raiders' three best statistical players through the first five games in 2017, Hope Parker, Destiny Ricko and Jess Soucie, combined for 17 hits in 61 at-bats (.278) with 13 runs, two RBIs and three doubles.

Factor in eighth-graders Sadey Lehtomaki, who is 8-for-18 (.444) with a slugging percentage of .667 with seven runs and four RBIs, and Lindsey Leblanc, who is 4-for-10 (.400) with two runs and two RBIs, and the Red Raiders are hitting better this year than in 2017.

Now, statistically, the Red Raiders most likely will not keep up with the current pace. Just as some players started off slow and finished the year hot at the plate, this year's team will most likely cool off at some point.

But so far this season, the Red Raiders have proven that they are still a force at the plate even when they weren't expected to be.

CORRECTION

Athol's Kassidy Swan, not Danielle, won the mile in 6 minutes, 52 seconds in a girls track meet at Mahar, Tuesday. The winner was incorrectly identified in Wednesday's report.



FOR THE ATHOL DAILY NEWS/SARAH CROSBY

UMass senior Jena Cozza stands ready for a pitch during the second game of a doubleheader against Rhode Island, Tuesday in Amherst.

Cozza wants Atlantic 10 title

FROM B1

against Fordham in New York will likely determine the league's regular-season champion. But that's likely just act one. The teams could play again two weeks later in the Atlantic 10 Tournament, which is also at Fordham.

"So far it's been the best season since I've been here. We've been doing great things," Cozza said. "We knew it was going to take a while. I'm glad to be a part of bringing back wins and hopefully a championship."

She and Stefanoni don't exactly see eye to eye on how much impact she's making.

"It's really the play of everyone else around me. We've been putting up a lot of runs, there's not pressure on just one person to get the job done. Everyone is contributing," Cozza said. "Everyone on the team is a hardworker and just really wants to win."

Stefanoni sees it differently.

"It's inspiring for her teammates to see how much work she's put in. She will leave a legacy here at UMass. From her freshman year going through two ACL tears, she has done that. It's good for the younger players behind her to see that," Stefanoni said.

fanoni said. "This kid is on a total mission. We have one kid who is literally the difference maker."

Cozza said her legacy doesn't matter on paper if her career doesn't end with a championship.

"As long as that main goal is accomplished," she said. "I can't see myself feeling like it was a good year if we don't win, no matter what my individual stats are."

Matt Vautour can be reached at mvautour@gazettenet.com. Get UMass coverage delivered in your Facebook news feed at www.facebook.com/GazetteUMassCoverage

College basketball reform

FROM B1

ing body would pay for some of the proposals, though the NCAA reported revenues of more than \$1 billion dollars for fiscal year 2017 in its most recent financial disclosures.

The commission offered harsh assessments of toothless NCAA enforcement, as well as the shady summer basketball circuit that brings together agents, apparel companies and coaches looking to profit on teenage prodigies. It called the environment surrounding hoops "a toxic mix of perverse incentives to cheat," and said responsibility for the current mess goes all the way up to university presidents.

It also defended the NCAA's amateurism model, saying paying players a salary isn't the answer.

"The goal should not be to turn college basketball into another professional league," the commission wrote in its report.

The commission did leave open the possibility that college athletes could earn money off their names, images and likenesses, but decided not to commit on the subject while the courts are still weighing in.

Rice called the crisis in college basketball "first and foremost a problem of failed accountability and lax responsibility."

ONE-AND-DONE — The commission emphasized the need for elite players to have more options when choosing between college and professional basketball, and to separate the two tracks.

The commission called for the NBA and its players association to change rules re-

quiring players to be at least 19 years old and a year removed from graduating high school to be draft eligible. The one-and-done rule was implemented in 2006, despite the success of straight-from-high-school stars such as LeBron James, Kobe Bryant and Kevin Garnett.

"I'm confident they are going to be very supportive," Emmert said of the NBA and NBAPA.

The NBA and players union praised the recommendations on enforcement and expressed concerns about youth basketball. On draft eligibility rules, however, there was no commitment.

"The NBA and NBAPA will continue to assess them in order to promote the best interests of players and the game," they said.

The commission did, however, say if the NBA and NBAPA refuse to change their rules in time for the next basketball season, it would reconvene and consider other options for the NCAA, such as making freshmen ineligible or locking a scholarship for three or four years if the recipient leaves a program after a single year.

"One-and-done has to go one way or another," Rice told the AP.

ENFORCEMENT — The commission recommended harsher penalties for rule-breakers and that the NCAA outsource the investigation and adjudication of the most serious infractions cases. Level I violations would be punishable with up to a five-year postseason ban and the forfeiture of all postseason revenue for the time of the ban. That could be worth tens of millions to major confer-

ence schools. By comparison, recent Level I infractions cases involving Louisville and Syracuse basketball resulted in postseason bans of one year.

Instead of show cause orders, which are meant to limit a coach's ability to work in college sports after breaking NCAA rules, the report called for lifetime bans.

"The rewards of success, athletic success, have become very great. The deterrents sometimes aren't as effective as they need to be. What we want are deterrents that really impact an institution," said Notre Dame President Fr. John Jenkins, who was a member of the Rice commission.

AGENTS — The commission proposed the NCAA create a program for certifying agents, and make them accessible to players from high school through their college careers.

AAU AND SUMMER LEAGUES — The NCAA, with support from the NBA and USA Basketball, should run its own recruiting events for prospects during the summer; the commission said, and take a more serious approach to certifying events it does not control.

APPAREL COMPANIES — The commission also called for greater financial transparency from shoe and apparel companies such as Nike, Under Armour and Adidas. These companies have extensive financial relationships with colleges and coaches worth hundreds of millions of dollars, and Adidas had two former executives charged by federal prosecutors in New York in the corruption case.

NFL DRAFT

First round picks are
anybody's guess

ARLINGTON, Texas (AP) — Anyone who thinks the draft pundits and even some team general managers have no clue what will happen in Thursday's opening round of the draft should talk to the guys likely to get selected early.

You won't get much clarity. You will get the same shrugs, the same "it's not in my control" replies.

And you can get some perspective, too.

"It's not where or when you get drafted," said Wyoming's Josh Allen, one of four quarterbacks expected to be chosen in the top half-dozen or so spots. "It's what you do after it. I can see myself in seven different uniforms; I had seven visits."

Said UCLA's Josh Rosen: "My game is not where or when I go, it's to go to the right team. If you don't think I'm right for your team, don't draft me. I want to go somewhere I think I'll do well, and if that team feels I will do well, pick me."

That team could be Cleveland at the very top. It could be the New York clubs, the Giants at No. 2 and the Jets at No. 3. Maybe Denver at No. 5, or a team desperate to get in the QB derby that trades its way up.

There is more mystery to this draft than most, and the prospects recognize it. After they tossed footballs Wednesday with youngsters and participated in some modified drills with the kids as part of the NFL's Play Football Clinic, many of the players projected as top 10 picks assessed what might happen at AT&T Stadium.

Well, they actually mostly laughed and joked about having no clue what will occur.

"There's a lot of uncertainty going into tomorrow," said Southern California's Sam Darnold, another of the quarter of highly coveted passers. "So you have to be prepared for whatever happens. I'm looking to see who was right and who was wrong (among so-called draft experts). That's fun."

The fun begins at 8 p.m. Eastern with the Browns, coming off a spotless season — as in zero victories — having the first and fourth choices. Not picking Allen, Rosen, Darnold or Oklahoma's Baker Mayfield to start things off would be a

huge shock.

Both teams that call New Jersey home come next. The Giants have a franchise quarterback in Eli Manning, but he's 37. Do they go for a young arm, or look at the players deemed the best overall talents on each side of the ball? That would be Penn State running back Saquon Barkley and North Carolina State defensive end Bradley Chubb.

"I try to keep a level head and not think about it," said Chubb, who then admitted it would be "huge" if he went fourth to Cleveland and was paired up front with last year's top overall pick, Myles Garrett. "People think this will happen and that will happen and nobody knows what will happen."

Perhaps. But it's a pretty safe bet the Jets will go for a QB after trading up from sixth overall to get Indianapolis' No. 3 spot.

"It's all about opportunity," GM Mike Maccagnan said. "We felt good about where we were originally picking and then we made the trade and moved ourselves to position ourselves, in our mind, to be in a position to have a good option and a good choice with that spot."

Denver is up fifth and recently signed free agent Case Keenum, whose best pro season helped Minnesota make the NFC title game. Having Keenum aboard doesn't rule out GM John Elway — the first pick in the renowned 1983 draft that had six first-round QBs, three making the Hall of Fame — going for a signal caller.

"We've stacked them, got them in order, how we think they fit, who fits us and who doesn't," Elway said of the current quarterback crop. "We've been through that process. We do that process with every position. Where they fit into our football and are they a fit for us. Even as we stack the board, we stack them talent-wise, but also if they are a fit for us."

How it all fits together makes for an intriguing spectacle, has sparked a cottage industry and has become a traveling road show.

So how will it all get going Thursday night?

"I haven't paid attention to a lot of drafts," Rosen said. "It just seems nobody knows what's going on."

PLEASE RECYCLE
THIS PAPERNOTICE OF COMMUNITY
OUTREACH MEETING

REGARDING ADULT-USE MARIJUANA ESTABLISHMENT

ELEV8 CANNABIS LLC
243 MAIN STREET
ATHOL, MASSACHUSETTS 01331

Notice is hereby given that Elev8 Cannabis LLC will host a Community Outreach Meeting on the following matter on May 3rd, 2018 at Town Hall at 2:00 P.M.:

Elev8 Cannabis LLC intends to apply for an Adult-use Marijuana Establishment license to operate a marijuana retail dispensary at 243 Main Street, Athol, MA 01331, pursuant to applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented by Elev8 Cannabis LLC at the community outreach meeting will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Elev8 Cannabis LLC.

April 26

Subject: Fwd: retail marijuana shop
Date: Friday, February 8, 2019 at 11:03:44 AM Eastern Standard Time
From: Seun Adedeji
To: Rebecca Rutenberg, Seke Ballard
Attachments: NOTICE OF COMMUNITY OUTREACH MEETING 1.docx

----- Forwarded message -----

From: **Seun Adedeji** <seun@elev8cannabis.com>
Date: Wed, Apr 25, 2018 at 11:23 AM
Subject: retail marijuana shop
To: <dougreep@hotmail.com>, Shaun Suhoski <ssuhoski@townofathol.org>, Bridget Sullivan <selectmen@townofathol.org>, <townclerk@townofathol.org>

Hi Eric/Nancy/Bridget/Shawn,

We are planning a Community Outreach Meeting regarding our proposed Adult-Use Marijuana Establishment license on May 3, 2018 in the Town Hall at 2pm.

According to the CCC guidelines, a copy of this notice is to be on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department. Attached is a copy of this Notice of Community Outreach Meeting which should satisfy the requirement that you keep this Notice of Community Outreach Meeting on file. Please confirm receipt of the Notice and your ability to maintain this Notice on file.

Thank you for your assistance. Please reach out if you have any questions/comments/concerns.

Thanks,
Seun Adedeji
8173235586

Eric Smith, Director of Planning and Development
Nancy Burnham, Town Clerk

Bridget Sullivan, Board of Selectmen's Assistant
Shaun Suhoski, Town Manager

NOTICE OF COMMUNITY OUTREACH MEETING
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Plan to Remain Compliant with Local Zoning

Elev8 Cannabis, LLC (“Elev8”) will remain compliant at all times with the local zoning requirements set forth in the Athol’s Zoning Bylaw. In accordance with Zoning Bylaw Section 3.29 Elev8’s proposed Retail Marijuana Establishment (“RME”) is located in the General Commercial (“G”) Zoning District designated for such a use by Special Permit from the Board of Planning and Community Development (“BPCD”).

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Furthermore, pursuant to Athol Zoning Bylaw Section 3.29.3.1, the proposed property shall not be located within five hundred feet of a structure used as a preschool with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or within two-hundred and fifty feet of the Alan E Rich Environmental Park, Fish Park, Lake Ellis Park, Lake Park, Millers River Park, Silver Lake Park, or Uptown Common.

Elev8 has already been granted a special permit from the BPCD and will apply for any other local permits required to operate a at the proposed location. Elev8 will comply with all conditions and standards set forth in any local permit required to operate a RME at Elev8’s proposed location.

Elev8 has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001337824

1. The exact name of the limited liability company is: ELEV8 CANNABIS LLC

2a. Location of its principal office:

No. and Street: 243 MAIN ST
 City or Town: ATHOL State: MA Zip: 01331 Country: USA

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

No. and Street: 243 MAIN ST
 City or Town: ATHOL State: MA Zip: 01331 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 GENERAL CHARACTER OF THE BUSINESS OF THE COMPANY IS TO OBTAIN A LICENSE TO BE ABLE TO (I) OWN, OPERATE, AND MANAGE, AN ADULT USE MARIJUANA DISPENSARY; AND (II) TO CONDUCT ANY OTHER LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY RELATED THERETO OR USEFUL IN CONNECTION THEREWITH OR OTHERWISE PERMITTED UNDER THE MASSACHUSETTS LIMITED LIABILITY COMPANY ACT. DISCLAIMER: THE COMPANY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS UNTIL SUCH TIME AS IT RECEIVES AUTHORITY TO DO SO AND FILES AN AMENDMENT TO THIS CERTIFICATE APPROVED BY THE APPLICABLE GOVERNMENTAL AUTHORITY CHANGING THE PURPOSE FROM SIMPLY OBTAINING A LICENCE TO BEING ABLE TO CONDUCT THE BUSINESS AND DELETING THIS DISCLAIMER.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: OLUWASEUN ADEDEJI
 No. and Street: 243 MAIN ST
 City or Town: ATHOL State: MA Zip: 01331 Country: USA

I, OLUWASEUN ADEDEJI 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	OLUWASEUN ADEDEJI	243 MAIN ST ATHOL, MA 01331 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

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	OLUWASEUN ADEDEJI	243 MAIN ST ATHOL, MA 01331 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of August, 2018,
OLUWASEUN ADEDEJI
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

August 07, 2018 01:44 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT

OF

ELEV8 CANNABIS LLC

a Massachusetts Limited Liability Company

Effective as of August 07, 2018

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OPERATING AGREEMENT

ELEV8 CANNABIS LLC

This Operating Agreement is made and entered into as of the 7th day of August, 2018, by Oluwaseun Adedeji (referred to as the “Members”).

R E C I T A L S:

WHEREAS, the Members propose to form a venture to engage in the business set forth in Article III hereof in the form of a limited liability company organized pursuant to the provisions of the Massachusetts Limited Liability Act; and

WHEREAS, the Certificate of Organization of ELEV8 CANNABIS LLC was filed with the Secretary of the Commonwealth of Massachusetts on August 07, 2018.

NOW, THEREFORE, the Members agree as follows:

ARTICLE I.

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Business Model” shall mean Company’s plan for how it will generate revenue and make a profit. It explains what products or services Company plans to manufacture and market, and how it plans to do so, including what expenses it will incur.

“Business strategy” shall mean the Company’s working plan for achieving its vision, prioritizing objectives, competing successfully, and optimizing financial performance with its business model.

“Capital Account” as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VI.

“Capital Contribution” shall mean the cash, cash equivalents or the agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property to which the Company is considered to have assumed or taken subject, whenever made.

“Certificate of Organization” shall mean the Certificate of Organization of ELEV8 CANNABIS LLC, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may be amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of superseding federal revenue laws.

"Company" shall refer to ELEV8 CANNABIS LLC.

"Company Accounting Year" shall mean and refer to the twelve (12)-month period ending December 31 of each year, which shall constitute the accounting year of the Company.

"Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(a) credit to such Capital Account of any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of applicable Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and 2(i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in "partnership minimum gain" (as defined and determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any "partner nonrecourse debt" (as defined and determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations, and will be interpreted consistently with those provisions.

"Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

"Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following, to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all cash expenditures incurred incident to the normal operation of the Company's business; and (c) such Reserves as the Members deem reasonably necessary to the proper operation of the Company's business.

"Economic Interest" shall mean a Member's ownership share, based on such Member's Unit ownership, of the Company's Net Profits, Net Losses and distributions of the Company's assets determined pursuant to Article VII of this Operating Agreement and the Massachusetts Act, but shall not include any right to participate in the management or affairs of the Company,

including, the right to vote on, consent to or otherwise participate in any decision of the Members.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member with the consent of the other Members;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members as of the following times: (i) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest or Economic Interest; and (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Members; and

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets made pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations and Article VII, Section 3 of this Agreement and under subparagraph (d) of the definition of Net Profits and Net Losses herein; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Members determine that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act at Mass. Gen. Laws ch. 156C §§ 1, et seq, and all amendments thereto.

"Member" shall mean each of the Members who execute this Operating Agreement as Members and each party who may hereafter become a Member.

"Membership Interest" shall mean a Member's entire interest in the Company, including: (a) such Member's Economic Interest and (b) the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.

"Net Profits" and "Net Losses" shall mean an amount equal to the Company's net taxable income or loss for the subject fiscal year as determined in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practices of the Company, for federal income tax purposes (including separately stated items) in accordance with Code Section 703 with the following adjustments:

(a) any items of income, gain, loss and deduction allocated to Members pursuant to Article VII, Section 3 hereof shall be excluded;

(b) any income of the Company that is exempt from federal income tax and not otherwise taken into account in Net Profits and Net Losses shall be added;

(c) any expenditure of the Company described in Code Section 705(a)(2)(B) and not otherwise taken into account in Net Profits and Net Losses shall be subtracted;

(d) any adjustment in the Gross Asset Value of any Company asset pursuant to subparagraph (b) or (c) of the definition of Gross Asset Value herein shall be taken into account as gain or loss from the disposition of such asset in Net Profits and Net Losses;

(e) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year; and

(g) if and to the extent: (i) an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, then the amount of such adjustment shall be treated as an item of gain and (ii) the adjustment decreases the basis of the asset from the disposition of the asset and shall be taken into account in Net Profits or Net Losses.

"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Person" shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Property" shall mean any property real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves. Reserves shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Units" shall represent the Membership Interests of the Members in Company, as set forth on Schedule A attached hereto.

"Unvested Interest" shall mean Units of the Company issued to Members that are subject to forfeiture as described in Article VI, Section 5 hereof.

ARTICLE II.

FORMATION

1. Formation. Effective on August 07, 2018, the Company was organized as a Massachusetts limited liability company by executing and delivering the Certificate of Organization to the Secretary of the Commonwealth of Massachusetts in accordance with and pursuant to the Massachusetts Act.

2. S-Corporation Election. The Members intend that the Company shall not be a joint venture or partnership (including a limited partnership, a limited liability partnership or a limited liability limited partnership) for federal and state income tax purposes and that this Agreement shall be construed and interpreted in furtherance of such intent. The Members elect that the Company be taxed for federal and state income tax purposes as an S-Corporation under the rules of Subchapter S of the I.R.C. and implementing Treasury Regulations (i.e., IRC Section 1361 et. seq.), by filing Form 2553, *Election by a Small Business Corporation*, within a reasonable time after the execution of this Agreement. The Members and any assignee or transferee of a Member, shall maintain the election by the Members that the Company be taxable as an S-Corporation unless the Members vote to terminate such S-Corporation election pursuant to the applicable rules of Subchapter S.

3. Name. The name of the company is ELEV8 CANNABIS LLC.

4. Principal Place of Business and Company Office. The principal place of business and the Company Office are located at 243 Main Street, Athol, MA 01331. The Company may locate its place of business and registered office at any other place or places as the Members may from time to time deem advisable.

5. Resident Agent. The name of Company's resident agent is Oluwaseun Adedeji. The address of Company's resident agent is 243 Main Street, Athol, MA 01331. The resident agent may be changed from time to time by filing the name and/or new address of the resident agent with the Secretary of the Commonwealth of Massachusetts pursuant to the Massachusetts Act.

6. Term. The term of the Company commenced on the date of that the Certificate of Organization was filed with the Secretary of the Commonwealth of Massachusetts and shall continue until dissolved in accordance with either the provisions of this Operating Agreement or the Massachusetts Act.

ARTICLE III.

BUSINESS OF COMPANY

The business of the Company shall be to operate an adult-use marijuana dispensary in Massachusetts and to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets, and to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Massachusetts Act.

ARTICLE IV.

MEMBERS

1. Name and Address of Members. The name and address of the initial Members are as follows:

NAME	ADDRESS
Oluwaseun Adedeji	243 Main St. Athol, MA 01331

2. Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond her respective Capital Contributions to the Company except as otherwise required by law.

3. Priority and Return of Capital. Except as may be expressly provided in Article IV hereof, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Article IV, Section 3 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

4. No Partnership or Agency. Except as otherwise expressly provided in this Agreement, no Member, acting alone, shall exercise the authority to act for, undertake or assume any obligations or responsibility on behalf of, the other Member or the Company and any attempt to do so shall constitute a breach of this Agreement.

5. No Exclusive Duty to Company. Members may have other business interests and may engage in other activities in addition to those relating to the Company and may compete, directly or indirectly, with the general business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of another Member or to the income or proceeds derived therefrom. A Member shall not incur any liability to the Company or to any other Member as a result of engaging in any other business or venture.

6. One Hundred Maximum Members. In order to comply with the Code's S-Corporation requirements, the Company shall have a maximum of 100 Members.

7. Restrictions on Types of Members. In order to comply with the Code's S-Corporation requirements, under no circumstance shall any Member of the Company be a partnership, corporation, or non-resident alien.

8. Additional Members. From the date of the Company's formation, any Person acceptable to the Members may become a Member in this Company either (a) by the issuance of Membership Interests for such consideration as Members holding a majority of the outstanding Units in the Company shall determine, or (b) as a transferee of a Member's Membership Interest or any portion thereof upon the consent of Members holding a majority of the outstanding Units in the Company, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Members may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

This Operating Agreement will be binding upon any person who becomes an Additional Member of the Company by any method, and the Additional Member will, if requested by the Members holding a Majority Interest, execute a counterpart of this Operating Agreement. The parties agree to require the execution of a counterpart of this Operating Agreement by any Assignee as a precondition to the effectiveness of any transfer as provided in Article X of this Operating Agreement.

9. Resignation. Members may resign at any time upon no less than six (6) months' prior written notice to the Company at its Office in the Commonwealth as set forth in the Certificate of Organization filed in the office of the Secretary of the Commonwealth and to each Member at each other Members' address as set forth in the records of the Company as of the date of the notice.

10. Death or Incompetence of Member. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the member's executor, administrator, guardian, conservator or other legal representative may utilize the Member's economic interest in the Company to settle his estate or administer his property. Such executor, administrator, guardian, conservator or other legal representative shall have no right beyond those included with the economic interest and shall have no right to engage in the management activities of the Company.

ARTICLE V.

MANAGEMENT

1. Management. The Company is a Member-managed limited liability company. As such, the Members shall have full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company.

2. Limitations on Authority. Notwithstanding the foregoing provisions of this Section Article V, a Member shall not have the authority to engage in any of the following-described acts without first obtaining majority consent:

(a) Endorse any note, act as accommodation party or otherwise become surety for any person, on behalf of the LLC;

(b) Incur a debt in excess of \$10,000;

(c) Purchase, sell, convey, lease, exchange or otherwise dispose of any property for or of the LLC that has a value or price of more than \$10,000; provided, however, that the Member may, without the consent of the other Members, purchase for the LLC such items of equipment, materials and supplies as are used or useful in the ordinary course of the LLC business;

(d) Do any act detrimental which would make it impossible to carry on the ordinary business of the LLC;

(e) Assign the LLC's property in trust for creditors or on the assignee's promise to pay the debts of the LLC;

(f) Dispose of the goodwill of the business of the LLC;

(g) Confess a judgment; or

(h) Take any action for which Member approval is mandatory under this Agreement, the Certificate of Organization, or the Act.

3. Liability for Certain Acts. Each Member shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interest of the Company, and with such care as an ordinarily prudent person in a like position would use under similar

circumstances. If each Member performs his or her duties in such a manner, he or she shall not have any liability by reason of being or having been a Member. No Member, in any way, guarantees the return of the other Members' Capital Contributions or a profit for the other Members from the operations of the Company. No Member shall be liable to the Company or to any other Member for any loss or damage sustained by the Company or any other Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Member.

4. Meetings; Notices; Quorum; Voting.

(a) Meetings. Meetings may be called by any Member. Meetings may be held at a place fixed by the Members, via telephone, or via any other means of communication by which all participants can hear each other simultaneously during the meeting.

(b) Impromptu Meetings. Notwithstanding any other provision of this Operating Agreement, if the Members hold an impromptu meeting without providing notice, the meeting will be valid, and any lawful action taken at the meeting will be the action of the Members.

(c) Notices. Subject to Article XIII, Section 1, oral or written notice of the date, time, and place of Member meetings shall be given at least twenty-four (24) hours in advance of the meeting.

(d) Quorum. Because Company has two (2) Members, both Members constitute a quorum.

(e) Voting. Each Member is entitled to the number of votes equal to their number of Member Units. Any matter submitted for a vote must receive the majority of affirmative votes in order to be approved.

5. Compensation. The compensation of the Members shall be fixed from time to time by vote of the Members.

6. Other Agents. The Members may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

7. Company Books. In accordance with Article IX, Section 1 hereof, the Members shall maintain and preserve, during the term of the Company, and for five years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right to inspect and copy such Company documents at the requesting Member's expense during ordinary business hours.

ARTICLE VI.

CONTRIBUTIONS TO THE COMPANY; CAPITAL ACCOUNTS

1. Units. A Member's Membership Interest will be represented by Units. The initial number of Membership Units authorized by the Company shall be one million (1,000,000) Units.

All Units of Company shall possess equal privileges, preference, duties, liabilities, obligations and rights, including voting rights, and all other rights set forth in the Operating Agreement.

Nothing in this Operating Agreement shall be construed to prohibit Company from creating a non-voting class of Units that will have identical rights to the voting class of Units in all other aspects.

2. Members' Initial Capital Contribution. The Members shall contribute to the Company as their Initial Capital Contribution such amount as is set forth on Schedule A attached hereto, and shall receive therefor the number of Units indicated on Schedule A.

3. Additional Contributions. In addition to the Initial Capital Contribution, the Member may, but shall not be obligated to, make additional Capital Contributions from time to time, in its discretion.

4. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to a return of such Member's Capital Contribution, except as otherwise specifically provided for herein.

5. Vesting of Membership Interest. All Membership Interests issued to Members will constitute Vested Interests.

6. Dilution of Membership Units. In the event that Company admits new Members, instead of authorizing additional Membership Units, Company may reduce each current Member's Membership Units, on a pro rata basis, by the number of Membership Units issued to the new Member.

7. Capital Accounts. A separate Capital Account shall be maintained for each Member as follows:

(a) Increase in Capital Account. Each Member's Capital Account shall be increased by: (i) the amount of money contributed by such Member to the Company; (ii) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under the provisions of Code Section 752); (iii) allocations to such Member of Net Profits; (iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and (v) allocations to such Member of income described in Code Section 705(a)(1)(B).

(b) Decrease in Capital Account. Each Member's Capital Account will be decreased by: (i) the amount of money distributed to such Member by the Company; (ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such property that such Member is considered to assume or take subject to under the provisions of Code Section 752); (iii) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); (iv) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and (v) allocations to the account of such Member of Net Losses.

(c) Sale or Transfer of Membership Interest or Economic Interest. In the event of a permitted sale or transfer of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(d) Liquidation of Company. Upon liquidation of the Company (or any Member's Membership Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Article XII, Section 3 hereof. The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Deficit Balance. Except as otherwise required in the Massachusetts Act (and subject to Sections 2 and 3 of Article VI hereof), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

8. Withdrawal or Reduction of Members' Capital Contributions.

(a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, regardless of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Member's Capital Contribution.

ARTICLE VII.

ALLOCATIONS AND DISTRIBUTIONS

1. Members' Initial Economic Interest in Company. Members' initial Economic Interests in the Company shall be as set forth on Schedule A attached hereto.

2. Allocation of Profits and Losses. The Net Profits and Net Losses of the Company for each fiscal year will be allocated in accordance with each Member's Economic Interest in the Company.

3. Special Allocations to Capital Accounts and Certain Other Income Tax Allocations. Notwithstanding the provisions of Article VII, Section 2 hereof:

(a) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company

income, including gross income, and gain for each year, and if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. This Article VII, Section 3(a) is intended to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations and such Member's share of "minimum gain," as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this Article VII, Section 3, if there is a net decrease in the Company's "minimum gain," as defined in Section 1.704-2(d) of the Treasury Regulations, during a taxable year of the Company, then the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Article VII, Section 3(c) is intended to comply with the "minimum gain chargeback" requirement set forth in Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Members may seek to have the Internal Revenue Service waive the minimum gain chargeback requirements in accordance with Section 1.704-2(f)(4) of the Treasury Regulations.

(d) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(e) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(f) Any credit or charge to the Capital Accounts of the Members pursuant to Article VII, Section 3(a), (b), (c), (d) and/or (e) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Article VII, Section 2, so that the net amounts of any items charged or credited to Capital Accounts pursuant to Article VII, Section 2 and Article VII, Section 3(a), (b), (c), (d) and/or (e) shall, to the extent possible, be equal to the

net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article VII if the special allocations required by Article VII, Sections 3(a), (b), (c), (d) and/or (e) hereof had not occurred.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his, her or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment or loss shall be specifically allocated to the Members in accordance with their interests in the Company, in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies, or to the Member to whom such distribution was made, in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations applies).

(h) In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Article I hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations made pursuant to this Article VII, Section 3(h) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(i) For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Treasury Regulations promulgated hereunder.

(j) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, and deduction for a Fiscal Year shall, for federal and state income tax purposes, be divided among the Members in the same proportions as they share Net Profits or Net Losses, as the case may be, for such Fiscal Year. The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income and loss for income tax purposes.

(k) Solely for purposes of determining the Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3)

of the Treasury Regulations, the Member's interests in Company profits are hereby deemed to be in accordance with their Economic Interests.

(l) To the extent permitted by Section 1.704-2(h)(3) of the Treasury Regulations, the Members shall treat distributions of Distributable Cash as not having been made from the proceeds of a "nonrecourse liability" or a "partner nonrecourse debt," as defined therein.

4. Distributions. All distributions of Distributable Cash shall be made to each Member pro rata in proportion to the respective Economic Interests of the Member as set forth in Article VII, Section 1 hereof, on the record date of such distribution. Except as provided in Article VII, Section 5 herein, all distributions of Distributable Cash and property shall be made at such times as determined by the Members. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Article VII, Section 4.

5. Limitation On Distributions. Notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

ARTICLE VIII.

INTELLECTUAL PROPERTY OWNERSHIP

1. Ownership of Intellectual Property. Notwithstanding any other provision of this Operating Agreement, all ownership rights with respect to the intellectual property of the Company, including, but not necessarily limited to, all patents, trademarks, copyrights, trade secrets, data definitions, data bases, standards, guidelines, schemas, diagrams, software, programs, designs, codes, e-mail addresses, telephone numbers, facsimiles, and other technology and information developed in connection with the Company's Purpose ("Intellectual Property") shall be owned by Oluwaseun Adedeji and shall not be considered assets of the Company. Such ownership rights may be transferred or assigned only upon the approval of Oluwaseun Adedeji.

ARTICLE IX.

INTERNAL ACCOUNTING; TAX RETURNS; RECORDS

1. Company Books. The Members shall maintain the Company's books and records and maintain a register showing the following:

- (a) the full name and last known address of each Member;

(b) a copy of the Certificate of Organization and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

(c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any then effective written operating agreements and of any financial statements to the Company for the three (3) most recent years;

(e) minutes of every annual, special meeting and court-ordered meeting; and

(f) any written consents obtained from Members for actions taken by Members without a meeting.

2. Accounting Principles. The profits and losses of the Company shall be determined and the books and records of the Company shall be maintained in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practice of the Company. The Company's accounting period shall be the Company Accounting Year, which is the twelve (12)-month period ending December 31 of each year.

3. Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

4. Bank Accounts. Funds of the Company shall be deposited and maintained solely for the Company in Company's bank account(s) with the signatories selected by the Members. Withdrawals therefrom shall be made upon the signature of a Member. The Members shall not commingle any monies or funds of the Company with monies or funds of any other Person.

5. Tax Returns. Although the Members have elected to tax the Company as a S-Corporation, the Members may make any tax elections for the Company allowed under the Code, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

The Members will cause all required federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within ninety (90) days after the end of each Company Accounting Year, each Member will be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during the fiscal year.

ARTICLE X.

TRANSFERABILITY; COMPANY'S RIGHT TO PURCHASE MEMBERSHIP

INTERESTS

1. Assignment. A Member may assign, in whole or in part, her interest in the profits and losses of the Company.

2. Admission of Assignees and Additional Members. Additional members (including assignees) of the Company may be admitted to the Company with the consent of the Members. Prior to or contemporaneous with the admission of any such additional member of the Company, the Members shall amend this Agreement and the Certificate of Organization to make such changes as the Members shall determine to reflect the fact that the Company shall have additional Members.

3. Permitted Transfers. A Member may not transfer his or her Membership Interest without first complying with the requirements of this Article X, except in a permitted transfer. A permitted transfer will be a transfer to:

(A) either Member;

(B) any trust all of which is treated as owned by a Member as a grantor trust under the Code and over which the Member has voting control of the Membership Interest; and

(C) a trust established for the benefit of a Member's spouse or one or more of the Member's children or grandchildren and over which the Member has voting control of the Membership Interest.

4. Other Transfers or Assignments. In the event of a transfer or assignment of an interest in the Company other than the permitted transfers specified in Section 3 above, the Assignee will have only the rights afforded an Assignee under the Act and shall not have any rights as a Member unless the Assignee becomes a Member upon the consent of the majority of the remaining Members entitled to vote. An Assignee will not participate in the management of the Company, and will only be entitled to receive distributions and return of capital and to the allocated net profits and net losses attributable to the Membership Interest. Within ninety (90) days following the transfer or assignment of a Member's Membership Interest, the Company may purchase, and the Assignee must sell, his interest in the Company. Upon an election by the Company to purchase the interest in the Company from an Assignee, the value of the Assignee's interest will be determined by multiplying the Assignee's percentage Membership Interest by the book value of all Company assets as stated in the Company's federal income tax return filed for the taxable year immediately preceding the transfer or assignment.

5. Right of First Refusal. Any Assignee under this Article X will hold the Membership Interest subject to all the provisions of this Operating Agreement, except that should the Assignee wish at any time to transfer or assign the Membership Interest to a third party, the previous transferor Member will have the right to receive notice of the proposed

transaction. In addition, the previous transferor Member will have the right, within twenty-one (21) days of receiving the notice, to reacquire the Membership Interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest.

6. Effect of Certain Events. Upon the occurrence of any of the following events listed in this Section 6, a Member may, within one hundred twenty (120) days, elect to purchase the interest of the affected Member pursuant to the provisions of Sections 7 and 8. If the Member does not elect to purchase the interest of the affected Member, the affected Member will cease to be a Member and his or her interest will be that of an Assignee. The election will be at the sole discretion of the remaining Member. The events are:

- (A) the death of a Member;
- (B) the termination of a trust or an estate that is a Member.
- (C) Bankruptcy of a Member;
- (D) the incompetency of a Member; and

(E) The total disablement of a Member. For the purposes of this Operating Agreement, a Member will be deemed to be totally disabled if disability is determined under a disability insurance policy then in force for the Company. The Member will continue to be deemed totally disabled until the issuing insurance company ceases to recognize the disability for purposes of the policy. If there is no disability policy then in force, a Member will be deemed to be totally disabled if a physician, licensed to practice in the state of Oregon and selected by the Members, determines that the afflicted Member has not for a period of six consecutive months been able to perform substantially all of his or her Company duties.

7. Valuation of Members' Interest. Upon an election by Company to purchase the interest of a Member pursuant to Section 6, the value of the affected Member's interest will be determined by multiplying the Member's percentage ownership interest by the fair market value (the amount that could reasonably be expected to be realized upon sale) net of liabilities of all Company assets. The fair market value of the Company assets will be determined by agreement between a Majority in Interest of the remaining Members and the affected Member or the affected Member's successor. In the event agreement as to the value cannot be obtained, the fair market value of the Company's assets will be determined appraisal. The Company will first select an appraiser who will value the Company's assets. The affected Member or the affected Member's successor may elect, either before or after the Company's appraiser has submitted a report, to select another appraiser. In the event the two appraisers fail to reach agreement on the fair market value of the Company's assets, the two appraisers will mutually select a third appraiser whose determination of the value of the Company's assets will be binding on the Company and the affected Member or the affected Member's successor.

8. Payment for Members' Interests. Company may utilize any life insurance proceeds received by Company due to the death of the Member to pay the purchase price of a Member's interest purchased pursuant to Section 6. Such proceeds must be paid to the estate of

the deceased Member within five (5) days of the Company's receipt of the funds. If the purchase price determined under Section 7 is greater than the amount of life insurance proceeds received by the Company, the remaining balance to be paid to the deceased Member's estate will be paid in sixty (60) substantially equal, consecutive monthly payments, including principal and interest. Interest will accrue 8% per annum. The first payment will be made not later than ninety (90) days following the date. The Company may prepay the remaining amount of the purchase price at any time.

9. Effect of Purchase of Member's Interest. A Member will cease to be a Member upon the Company's election to purchase the Member's interest pursuant to this Article X, Section 6.

ARTICLE XI.

INDEMNIFICATION

1. Right to Indemnification. Subject to the limitations and conditions set forth in this Article XI, Company shall indemnify Members and make advances for expenses incurred by Members to the maximum extent permitted under the Massachusetts Act. In addition, Company shall indemnify employees and other agents, who are not Members, to the fullest extent permitted by law, provided that the Members approve such indemnification. It is acknowledged that Company shall not indemnify any Member, employee, or other agent against any judgments, penalties, fines, settlements and expenses which result from Proceedings arising from intentional misconduct, a knowing violation of law by such Person, or breach of the Agreement. Company shall indemnify for negligence and proceedings based on theories of strict liability.

2. Savings Clause. If this Article XI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this Article XI from and against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, costs of suit and attorney's fees) actually incurred to the full extent permitted by any applicable portion of this Article XI that shall not have been invalidated and to the fullest extent permitted by applicable law, including the Massachusetts Act.

ARTICLE XII.

DISSOLUTION AND TERMINATION

1. Events of Dissolution. Except as otherwise provided in this Operating Agreement, the Company will dissolve upon the approval of dissolution by a majority of the Members.

2. Liquidation Upon Dissolution and Winding Up. Upon approval of dissolution of Company by the Members, Members will wind up the affairs of the Company. A full account of the assets and liabilities of the Company will be taken. The assets will be promptly liquidated and the proceeds thereof applied as required by the Act. With the approval of the majority of the

Members, Members may, in the process of winding up the Company, elect to distribute certain property in kind.

3. Distribution of Assets. During the liquidation of the Company, the Members will continue to share Net Profits and Losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets will be applied as follows:

- (A) To creditors of the Company, in the order of priority as provided by law;
- (B) To the Members with respect to their positive capital account balances.

4. Deficit Capital Account. Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

5. Completion of Winding Up. The Company shall be deemed terminated upon completion of the winding up, liquidation and distribution of the assets.

6. Compliance with Applicable Law. The Members shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

7. Distributions in Kind on Liquidation. Notwithstanding Article XI, Section 3 hereof, upon the dissolution of the Company, to the extent that the Members determine that the Company's assets should not be sold or otherwise disposed of, such assets (if any) may, as determined in the discretion of the Members, be distributed in kind to the Members as follows: the fair market value of such assets shall be appraised (by an appraiser approved by all of the Members); the Capital Accounts of the Members shall be adjusted to take into account all Capital Account adjustments for all items of income, gain, loss, and deduction allocable among the Members as if there had been an actual disposition of the Company's assets at their fair market value, and such assets, as so valued, shall be retained to the extent required to satisfy the requirements of Article XI, Sections 3(A) and 3(B); and the remaining assets shall be distributed to the Members, each Member taking an undivided interest in such assets, pursuant to and in accordance with Article XI, Section 3. Notwithstanding the foregoing, however, assets may be distributed in kind to the Members such that each Member who contributed property to the Company pursuant to Article VI, Section 2 hereof the Company receives the property so contributed; provided, that the Members deem it to be in the best interest of the Company and the Members to so distribute the assets of the Company and the provisions of Article XI, Section 3 are otherwise satisfied.

8. Certificate of Termination.

(a) When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of termination shall be executed in duplicate and verified by the person signing the certificate, which certificate shall set forth the information required by the Massachusetts Act. An original of such certificate of termination shall be delivered to the Secretary of the Commonwealth of Massachusetts.

(b) Upon the filing of the certificate of termination, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Massachusetts Act. The Members shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9. Return of Contributions Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contributions of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

1. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served and shall be effective for all purposes if it is (a) in writing, and is (b) either (i) delivered personally to the party or to an executive officer of the party to whom the same is directed or, (ii) actually received when a copy thereof has been sent by facsimile transmission or electronic mail, or (iii) delivered by Federal Express or any other recognized overnight parcel carrier, or (iv) three business days have passed after sending it by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement.

2. Application of Massachusetts Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically by the Massachusetts Act.

3. Mediation. As a condition precedent to initiating any litigation with respect to any claim or dispute arising hereunder, the parties shall make a good faith effort to mediate a resolution of the dispute with the assistance of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Boston Regional Office of the American Arbitration Association ("AAA"). The mediation shall be held in accordance with such standards as established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute

or other matter in question has arisen but in no event after the date that is six months prior to the date when initiation of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Payment of the mediator's fee and all expenses shall be split equally between the Company and the other party. The provisions of this Article XIII, Section 3 shall survive the termination of this Agreement.

4. Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

5. Amendments. This Operating Agreement represents the entire agreement between the parties hereto relating to the transactions contemplated hereunder and supersedes all prior negotiations or agreements in regard thereto, and it may not be amended except by the Members in their discretion.

6. Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, contracts, and other instruments necessary to comply with any laws, rules or regulations.

7. Headings and Pronouns. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require.

8. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10. Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13. Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. Investment Representations. Each Member hereby acknowledges, represents, warrants, covenants, agrees and understands as follows:

(a) each Member hereby acknowledges receipt of certain business and financial information concerning the Company and any other documents requested by the Member in connection with his, her or its investment in the Company, and each Member agrees that the Member, and the Member's attorneys and accountants, have been offered an ample opportunity to review such information, and each Member understands the risk involved with the Company's business;

(b) the Membership Interests are being offered and will be sold without registration under certain exemptions set forth in the Securities Act of 1933 (the "1933 Act") and without registration under any state securities laws pursuant to similar exemptions;

(c) the Membership Interest of each Member will be acquired solely for the account of the Member for investment, and is not being purchased for resale, distribution or subdivision thereof;

(d) each Member understands that the investment in the Membership Interest has not been reviewed by, passed on, or submitted for review to any federal or state agency or other regulatory organization;

(e) each Member has sufficient financial resources so that he could hold the Membership Interest indefinitely or could, without affecting his, her or its ability to satisfy his, her or its financial needs and personal contingencies, afford a complete loss of his, her or its investment in the Membership Interest; and

(f) each Member understands that issuance of the Membership Interest to him, her or it is made in reliance on his acknowledgements, representations, warranties and agreements set forth herein.

The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the Operating Agreement of ELEV8 CANNABIS LLC adopted by the undersigned Members of the Company as of this 7th day of August, 2018.

MEMBERS:

By: _____
Oluwaseun Adedeji

SCHEDULE A

Total Membership Units Authorized: 1,000,000

Members	Capital Contribution	Units	Economic Interest
Oluwaseun Adedeji	\$1000	1,000,000	100%

ELEV8 CANNABIS LLC

JOINT WRITTEN CONSENT OF THE SOLE MANAGER AND MEMBERS

September __, 2019

The undersigned, being the sole Manager and all of the Members of Elev8 Cannabis LLC, a Massachusetts limited liability company (the “**Company**”), hereby approve and adopt the actions represented by the following resolutions as of the date first above written:

RESOLVED: That the sole Manager and Members of the Company deem it to be in the best interests of the Company to convert into a Massachusetts Domestic Business Corporation, M.G.L ch. 156D to be named Elev8 Cannabis Inc. (the “**Surviving Entity**”); and be it further

RESOLVED: That the Plan of Conversion in the form attached hereto as Exhibit A (the “**Plan of Conversion**”) be, and hereby is, approved and adopted in all respects; and be it further;

RESOLVED: That the Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation, substantially in the form attached hereto as Exhibit B (the “**Articles of Entity Conversion**”) be, and hereby is, approved and adopted;


RESOLVED: That the Bylaws of the Surviving Entity, substantially in the form attached hereto as Exhibit C be, and hereby is, approved and adopted;

RESOLVED: That the Manager of the Company be, and hereby is, authorized to file the Articles of Entity Conversion with the Secretary of State of the Commonwealth of Massachusetts, and take such other actions and sign such other documents as may be necessary or advisable to effect the intent of the foregoing resolutions.

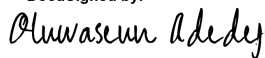
[remainder of page left intentionally blank; signature page follows]


WITNESS my hand and seal as of the date first above written.

MANAGER:

DocuSigned by:

E74643792CC3419...
Oluwaseun Adedeji

MEMBERS:

DocuSigned by:

E74643792CC3419...
Oluwaseun Adedeji

DocuSigned by:

840D01513F9F4C7...
Seke Ballard


DocuSigned by:

0D096D1224FD4F3...
Katherine Long

Exhibit A

Plan of Conversion

See Attached.

Exhibit B

Articles of Entity Conversion

See Attached

Exhibit C

Bylaws

See Attached.

**BYLAWS
OF
ELEV8 CANNABIS INC.
(a corporation organized under M.G.L. Ch 156D)**

ARTICLE I: General

Section 1.1. NAME AND PURPOSES. The name of the Corporation is Elev8 Cannabis Inc. The purpose of the Corporation shall be as set forth in the Corporation's Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the "Articles of Organization"). As permitted by law, the Corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a domestic profit corporation formed under Chapter 156D of the General Laws of Massachusetts ("Chapter 156D").

Section 1.2. ARTICLES OF ORGANIZATION. These Bylaws (these "Bylaws"), the powers of the Corporation and its Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.3. CORPORATE SEAL. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word "Massachusetts" and the year of its incorporation.

Section 1.4. FISCAL YEAR. The fiscal year of the Corporation shall commence on January 1, and end on December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.5. PRINCIPAL OFFICE. The principal office of the Corporation shall be within or without the Commonwealth of Massachusetts as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth.

Section 1.6. OTHER OFFICES. The Company may also have other offices at any places, within or without the Commonwealth of Massachusetts, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

Section 1.7. BOOKS AND RECORDS. Any records maintained by the Corporation in the regular course of its business, including its share ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall convert any records so kept upon the written request of any person entitled to inspect such records pursuant to applicable law.

Section 1.8. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth. The Board of Directors may at any time change the registered office or the registered agent by making the appropriate filing with the Secretary of the Commonwealth.

ARTICLE II: SHAREHOLDERS

Section 2.1. PLACE OF MEETING. Meetings of the shareholders shall be held either at the principal office of the Corporation or at any other place designated by the Board of Directors, either within or without the Commonwealth of Massachusetts, as shall be designated in the notice of the meeting or executed waiver of notice. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote communication as set out in Section 2.02 below.

Section 2.2. MEETINGS OF SHAREHOLDERS BY REMOTE COMMUNICATION.

If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders may participate in a meeting of shareholders by means of remote communication, and such shareholders may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or solely by means of remote communication, subject to the conditions imposed by applicable law.

At a meeting in which shareholders can participate by means of remote communication, the Corporation shall implement reasonable measures to:

- a. Verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy holder;
- b. Allow shareholders and proxy holders participating by remote communication to either read or hear the proceedings as they take place and to participate in the meeting and vote on matters submitted to the shareholders; and
- c. Maintain a record of the vote or other action taken by shareholders at the meeting by means of remote communication.

Section 2.3. ANNUAL MEETING. An annual meeting of shareholders, for the purpose of electing directors and transacting any other business as may be brought before the meeting, shall be held on the third Tuesday in April, or such other date before May 31 as approved by the Board of Directors.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Corporation. If the Board of Directors fails to call the annual meeting, any shareholder may make demand in writing to any officer of the Corporation that an annual meeting be held.

Section 2.4. SPECIAL SHAREHOLDERS' MEETINGS. Special meetings of the shareholders may be called:

- a. by the Board of Directors;
- b. by the President;
- c. by Chairman of the Board of Directors; or
- d. upon the demand of the holders of at least twenty-five percent (25%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting.

In order for the shareholders to demand a special meeting, the shareholders of the required percentage of shares must sign, date, and deliver to the Corporation's Secretary one or more written demands for the meeting, describing the purposes for which the meeting is to be held.

Only business within the purposes described in the Corporation's meeting notice may be conducted at a special meeting of the shareholders.

Section 2.5. FIXING THE RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

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

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

Section 2.6. NOTICE OF SHAREHOLDERS' MEETING. Written or printed notice stating the place, day and hour of the meeting, the means of any remote communication by which shareholders may be considered present and may vote at the meeting (if applicable), and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than seven (7) days nor more than sixty (60) days before the date of the meeting. Notice shall only be required to be made to shareholders entitled to vote at the meeting unless the purpose of the meeting is for the transaction of business for which notice to all shareholders is required by law.

Notice shall be given to shareholders by personal delivery, by electronic transmission if consented to by a shareholder, or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting. If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

Section 2.7. VOTING LISTS. The officer or agent having charge of the share transfer records for shares of the Corporation shall prepare an alphabetical list of all shareholders entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each shareholder. The list shall be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given at the principal place of business of the Corporation or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. If any shareholders are participating in the meeting by means of remote communication, the list must be open to examination by the shareholders for the duration of the meeting on a reasonably accessible electronic network, and the information required to access the list must be provided to shareholders in the meeting notice. The Corporation shall take reasonable steps to ensure that the information is available only to shareholders of the Corporation.

Section 2.8. QUORUM OF SHAREHOLDERS. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

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

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

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

Section 2.9. CONDUCT OF MEETINGS. The Board of Directors of the Corporation may adopt by resolution rules and regulations for the conduct of meetings of the shareholders, as it deems appropriate. At every meeting of the shareholders, the Chairman of the Board of Directors, or in his or her absence or inability to act, a director or officer designated by the Board of Directors, shall act as the presiding officer of the meeting. The Secretary or, in his or her absence or inability to act, the person whom the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

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

Section 2.10. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the Articles of Organization provides for more or less than one vote per share or limits or denies voting rights to the holders of the shares of any class or series.

If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, will be approved by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of votes is required by law or a greater vote is required by the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups.

No ballot shall be required for the election of directors unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 2.11. VOTING BY PROXY OR NOMINEE. Shares of the Corporation's stock owned by the Corporation itself or by another corporation or entity, the majority of the voting stock or interest of which is owned or controlled by the Corporation, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the right of the Corporation or any domestic or foreign corporation or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Corporation to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest

as defined in the Massachusetts Business Corporations Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another corporation, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that corporation may authorize or, in the absence of authorization, as the Board of Directors of that corporation may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

The Board of Directors may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the Corporation as the shareholder to the extent provided by the procedure. The procedure may set forth the types of nominees to which it applies, the rights or privileges that the Corporation recognizes in a beneficial owner, the manner in which the procedure is selected by the nominee, a requirement for the certification by the nominee of the beneficial owner, the information to be provided when the procedure is selected, the period for which selection of the procedure is effective, and other aspects of the rights and duties created.

Section 2.12. WRITTEN CONSENT OF SHAREHOLDERS WITHOUT A MEETING.

Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by shareholders not having less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation.

If the action to be taken pursuant to the consent of voting shareholders without a meeting is one for which notice to all shareholders would be required by law if the action were to be taken at a meeting, then the Corporation shall give notice, in the manner specified by Section 2.6, at least seven (7) days before the action is taken, to all nonvoting shareholders that would be entitled to vote on such action at a meeting of shareholders.

ARTICLE III: DIRECTORS

Section 3.1. POWERS. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.2. NUMBER OF DIRECTORS. The Board of Directors may consist of one (1) director notwithstanding the number of shareholders of the Corporation with the number fixed from time to time by resolution adopted by the Board of Directors or the shareholders. No decrease in the number of directors shall have the effect of decreasing the number of directors below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent director.

The initial number of director shall be one (1) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors or by the shareholders. No decrease in the number of directors shall have the effect of decreasing the number of directors below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent director.

Section 3.3. TERM OF OFFICE. At the first annual meeting of shareholders and at each annual meeting thereafter, the holders of shares entitled to vote in the election of directors shall elect directors to hold office until the next succeeding annual meeting. Despite the expiration of a director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors.

Section 3.4. VACANCIES. Vacancies and newly created directorships, whether resulting from an increase in the size of the board of directors, from the death, resignation, disqualification or removal of a director or otherwise, may be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.5. REMOVAL. Directors may be removed from office at any time with or without cause by the shareholders entitled to elect them or for cause by vote of a majority of the directors then in office. A director may be removed by shareholders or directors only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the director or directors.

Section 3.6. RESIGNATION. A director may resign by providing notice in writing to the Corporation. The resignation shall be effective upon the later of the date of receipt of the notice of resignation or the effective date specified in the notice. Acceptance of the resignation shall not be required to make the resignation effective.

Section 3.7. MEETINGS OF DIRECTORS. A regular meeting of the newly-elected Board of Directors shall be held without other notice immediately following each annual meeting of shareholders, at which the board shall elect officers and transact any other business as shall come before the meeting. The board may designate a time and place for additional regular meetings, within or outside Massachusetts, by resolution, without notice other than the resolution.

Special meetings of the Board of Directors may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two directors, or by one director in the event that there is only one director.

Section 3.8. PARTICIPATION BY REMOTE COMMUNICATION. The Board of Directors may permit any or all directors to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is considered to be present in person at the meeting.

Section 3.9. NOTICE OF DIRECTORS' MEETINGS. All special meetings of the Board of Directors shall be held upon not less than two (2) days' notice stating the date, place and time of the meeting given to each director or not less than two (2) hours' notice in the event of an emergency.

Notice may be given to each personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the director, or by messenger or delivery service.

A written waiver of the required notice signed by a director entitled to the notice, before or after the meeting, is the equivalent of giving notice to the director who signs the waiver. A director's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 3.10. QUORUM AND ACTION OF DIRECTORS. A majority of the number of directors shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Organization, or these Bylaws. The directors at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the directors present at that meeting.

Section 3.11. COMPENSATION. Directors shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors or committee

thereof. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

Section 3.12. ACTION BY DIRECTORS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or committee consent in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Directors.

Section 3.13. COMMITTEES OF THE BOARD OF DIRECTORS. The Board of Directors, by resolution adopted by a majority, may designate one or more directors to constitute one or more committees, to exercise the authority of the Board of Directors to the extent provided in the resolution of the Board of Directors and allowed under the law of the Commonwealth.

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

- a. Authorize distributions;
- b. Approve or propose to shareholders action that this chapter requires be approved by shareholders, including an amendment to the Articles of Organization;
- c. Change the number of the Board of Directors, remove directors from office or fill vacancies on the Board of Directors, or
- d. Adopt, amend, or repeal the Bylaws of the Corporation.

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

ARTICLE IV: OFFICERS

Section 4.1. POSITIONS AND APPOINTMENT. The officers of the Corporation shall be appointed by the Board of Directors and shall be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person.

Each officer shall serve until a successor is appointed and qualified, or until the death, resignation, or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors. Appointment of an officer or agent shall not of itself create contract rights.

Section 4.2. REMOVAL. Any officer appointed or elected by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors at any regular or special meeting. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4.3. PRESIDENT. The President shall be the chief executive officer of the Corporation, and subject to the direction of the Board of Directors, shall have active, general supervision and executive management over the business and affairs of the Corporation. The President shall preside at all meetings of all directors, shall see that all orders and resolutions of the Board of Directors are carried out, and shall perform any other duties as the Board of Directors may assign.

Section 4.4. VICE-PRESIDENTS. Each Vice President, in order of their rank as designated by the Board of Directors, shall perform the duties and exercise the powers of the President in the absence or disability of the President, and shall perform other duties as the Board of Directors or President shall assign.

Section 4.5. THE SECRETARY AND ASSISTANT SECRETARIES. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the shareholders and all meetings of the Board of Directors and shall perform other duties as may be prescribed by the Board of Directors or the President. The Secretary shall be the custodian of the records and of the seal of the Corporation, and shall affix the seal to all documents and attest to it, when duly authorized by the Board of Directors.

The Assistant Secretaries shall, in order of their rank as designated by the Board of Directors, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform other duties as the Board of Directors or the Secretary shall assign.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the board and shareholders shall be recorded by the person designated by the President or by the Board of Directors.

Section 4.6. THE TREASURER AND ASSISTANT TREASURERS. The Treasurer shall be the principal financial officer of the Corporation, shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the Board of Directors, and in general shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors or by the President.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for the disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and the Board of Directors an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or the Board of Directors at any time.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in a sum and with a surety or sureties satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

The Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform other duties as the Board of Directors shall prescribe.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.1. INDEMNIFICATION. The Corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

The Corporation may, to the fullest extent permitted by law, indemnify each person who may serve or who has served at any time as a director or officer of the Corporation or of any of its subsidiaries, or who at the request of the Corporation may serve or at any time has served as a director, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights which such director or officer or other person may be entitled under the Articles of Organization, any agreement, or pursuant to any action taken by the directors or shareholders of the Corporation or otherwise.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.1. CERTIFICATES REPRESENTING SHARES. If shares are represented by certificates, at a minimum each share certificate shall state upon the face thereof:

- a. The name of the Corporation and that it is organized under the laws of the Commonwealth.
- b. The name of the person to whom issued.
- c. The number and class of shares and the designation of the series, if any, which the certificate

represents.

No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

Section 6.2. TRANSFERS OF SHARES. Shares of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of shares shall be valid as against the Corporation for any purpose until it shall have been entered in the share records of the Corporation by an entry showing from and to whom transferred.

Section 6.3. REGISTERED SHAREHOLDERS. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth, or giving proxies with respect to those shares.

Section 6.4. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost. When authorizing the issue of a new certificate or certificates, the Board of Directors in its discretion and as a condition precedent to the issuance thereof, may require the owner of the lost or destroyed certificate or certificates or his or her legal representative to give the Corporation a bond with surety in a sum as it may direct as indemnity against any claim that may be made against the Corporation or other obligees with respect to the certificate alleged to have been lost or destroyed.

ARTICLE VII: MISCELLANEOUS

Section 7.1. SEAL. The Corporation may adopt a corporate seal in a form approved by the Board of Directors. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

Section 7.2. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 7.3. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application

valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

ARTICLE VIII: AMENDMENT OF BYLAWS

The power to make, amend, or repeal these Bylaws shall be in the shareholders.

The directors also may make, amend, or repeal these Bylaws in whole or in part, except with respect to any provision that by virtue of the law, the Articles of Organization or these Bylaws requires action by the shareholders.

ELEV8 CANNABIS LLC PLAN OF CONVERSION

This document dated October 1, 2019, constitutes the Plan of Conversion (the “Plan”) for the conversion (the “Conversion”) of Elev8 Cannabis LLC, a Massachusetts limited liability company, into Elev8 Cannabis Inc., a Massachusetts corporation.

DECLARATIONS

The purpose of this Plan is to set forth the terms upon which Elev8 Cannabis LLC, formed on August 7, 2018, as a Massachusetts limited liability company, shall convert into Elev8 Cannabis Inc., a Massachusetts corporation, and all membership interest of Elev8 Cannabis LLC shall convert into shares of common stock, par value \$0.001, of Elev8 Cannabis Inc. (the “Elev8 Common Stock”) as set forth in this Plan.

I. Name of the Converting Entity.

The name of the converting entity is Elev8 Cannabis LLC (the “Converting Entity”).

II. Name of Resulting Corporation.

The name of the Massachusetts business corporation resulting from the Conversion is Elev8 Cannabis Inc. (the “Surviving Entity”).

III. Approval of Conversion.

Section 9.50 of the Massachusetts Business Corporation Act (the “Act”) allows for the conversion of a Massachusetts limited liability company into a Massachusetts business corporation. In accordance with the law and the Operating Agreement, the Conversion and the Plan have been approved by 100% of the members of the Company.

IV. Effectiveness of Conversion.

The Company shall cause to be filed with the Massachusetts Secretary of State Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation in substantially the form attached hereto as Exhibit A (the “Articles of Conversion”) providing for the Conversion. The Conversion shall become effective at the time specified in the Articles of Conversion (the “Conversion Effective Time”).

V. Bylaws.

A. The bylaws of the Surviving Entity shall be in substantially the form attached hereto as Exhibit B (the “Bylaws”).

VI. Sole Director.

Oluwaseun Adedeji, Manager of the Converting Entity immediately prior to the Effective Date shall be the Sole Director of the Surviving Entity following the Effective Date of the Conversion.

VII. Conversion.

A. All of the membership interests of the Converting Entity outstanding as of immediately prior to the Conversion Effective Time shall, as of the Conversion Effective Time, by virtue of the conversion and without any action on the part of any Shareholder, be canceled and extinguished and converted into the right to receive Common Stock of the Surviving Entity as specified in this Section VI. All of such outstanding membership interests, when so converted, shall no longer be outstanding and shall automatically be canceled and the former holders thereof shall cease to have any rights with respect thereto, except the right to receive the Surviving Entity Common Stock. Any membership interests that are subject to vesting in the Converting Entity shall be subject to the equivalent provisions in the Surviving Entity with respect to Surviving Entity Common Stock.

B. At the Conversion Effective Time, 1,000,000 shares of Surviving Entity Common Stock shall be issued for conversion of 100% of the membership interests of the Converting Entity pro rata according to the percentage interests held in the Converting Entity, provided that all percentage interests in the Converting Entity subject to vesting shall be subject to equivalent vesting in the Surviving Entity, as described in the Restricted Stock Agreements between the holders of shares of Converting Entity subject to vesting and the Surviving Entity.

C. Upon issuance pursuant to the Conversion, all shares of Surviving Entity Common Stock will be duly authorized, validly issued, fully paid and non-assessable.

VIII. Effect of Conversion.

A. On and after the Conversion Effective Time, the Converting Entity shall continue its existence in the organizational form of a Massachusetts business corporation. All of the rights, privileges and powers of the Converting Entity and all property and all debts due to the Converting Entity, as well as all other things and causes of action belonging to the Converting Entity, shall remain vested in the Surviving Entity and shall be the property of the Surviving Entity. All rights of creditors and all liens upon any property of the Converting Entity shall be preserved unimpaired, and all debts, liabilities, duties and obligations of the Converting Entity shall remain attached to the Surviving Entity and may be enforced against Surviving Entity to the same extent as if said debts, liabilities, duties and obligations had originally been incurred or contracted by Surviving Entity in its capacity as a Massachusetts business corporation.

B. As of the Conversion Effective Time, the Operating Agreement of the Converting Entity shall terminate and be of no further force and effect, and no party thereto shall have any further rights, duties or obligations pursuant to the Operating Agreement.

C. The conversion has been structured to be treated, for U.S. federal income tax purposes, as a transaction and an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended (the “Code”) in accordance with and as described in Revenue Ruling 2004-59, 2004-24 I.R.B 1050, issued by the United States Internal Revenue Service.

IX. Amendment or Termination.


This Plan may be amended or abandoned at any time prior to the Conversion Effective Time by the Converting Entity upon approval of the majority of its Managers and the approval of the Members.

X. Governing Law.

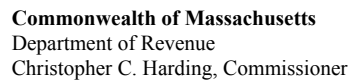
This Plan shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned, having received the required approvals from the Managers and 100% of the members of the Converting Entity, hereby adopts this Plan as of the date set forth above:

ELEV8 CANNABIS LLC

DocuSigned by:

E74643792CC3419

Oluwaseun Adedeji, Manager



Letter ID: L0546831488
Notice Date: August 20, 2018
Case ID: 0-000-463-444

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

August 17, 2018

TO WHOM IT MAY CONCERN:

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

ELEV8 CANNABIS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 7, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; 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:
OLUWASEUN ADEDEJI

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

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



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



Dispensing Procedures (for Retailers)

In accordance with 935 CMR 500.140(3), access to Elev8 Cannabis, LLC's ("Elev8") facility is limited to individuals 21 years of age and older. Upon a customer's entry into Elev8 premises, a Elev8 agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Elev8 agent. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

Once a customer has selected a product for purchase, a Elev8 agent will collect the chosen items from the designated product storage area. A Elev8 agent will then scan each product barcode into the point of sale system. In the event of a flower sale, staff will weigh the chosen amount of flower and then place it in a tamper-resistant/child-resistant, resealable package that is compliant with 935 CMR 500.105(5). A Elev8 agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

In the event a Elev8 agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Elev8 will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Pursuant to 935 CMR 500.140(6)(d), Elev8 will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Elev8 will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Elev8 will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Elev8 will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000

Elev8 places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Elev8 staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Elev8's policies governing quality control per 935 CMR 500.105.



In compliance with 935 CMR 5001.140(8), Elev8 will provide educational materials designed to help consumers make informed marijuana product purchases. Elev8's educational materials will describe the varying types of products available at Elev8, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.



Diversity Plan

Elev8 Cannabis LLC (“Elev8 Cannabis”) believes in creating and sustaining a robust policy of inclusivity and diversity. Elev8 Cannabis recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Elev8 Cannabis is dedicated to creating a diverse culture with a commitment to employment opportunities for all individuals. Elev8 Cannabis’s diversity plan is designed to promote equity among minorities, women, veterans, LGBTQ+, and people with disabilities. Elev8 Cannabis will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Goals

Elev8 Cannabis seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, LGBTQ+, and people with disabilities. Elev8 Cannabis has developed specific goals, including:

1. Increasing the percentage of individuals falling into the above-listed demographics working in the establishment to 50%; and
2. Providing and quantifying tools to ensure the success of individuals falling into the above-listed demographics.

Diversity Recruitment and Sourcing

Elev8 Cannabis will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Elev8 Cannabis has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Elev8 Cannabis customers’ needs. Elev8 Cannabis’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career fairs annually in the nearby community of Greenfield;
- Advertising employment opportunities on a monthly basis in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards;
- Providing briefings to representatives from recruitment sources each month tailored to individuals falling in the above-listed demographics concerning current and future job openings;
- Encouraging employees to refer applicants from diverse groups for employment;
- Developing relationships with community child care, housing, transportation, and other programs designed to improve employment opportunities for diverse persons; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Elev8 Cannabis's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

On an annual basis, Elev8 Cannabis will offer promotions, career counseling, and training to provide all employees with growth opportunities and to decrease turnover. Elev8 Cannabis will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Elev8 Cannabis will ensure that all employees receive opportunities for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and will include but are not limited to the following: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon.

Additionally, Elev8 Cannabis will:

- Provide annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions; and
- Use suppliers who are also committed to diversity and inclusion.

Elev8 Cannabis's diversity awareness training emphasizes Elev8 Cannabis's zero-tolerance commitment of harassment and discrimination and Elev8 Cannabis's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Elev8 Cannabis employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Elev8 Cannabis's efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Elev8 Cannabis's success. Management, staff, associates, vendors, contractors, and the general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Elev8 Cannabis's Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Elev8 Cannabis's zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Elev8 Cannabis's goal for a diverse workforce;
- Postings in suitable areas for employee communication;

- Diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Measuring Progress

Elev8 Cannabis will establish a Diversity Committee (the “Committee”) to assist the executive management team and compliance officer with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. All employees will be made aware of the Committee and invited to join if it is of interest.

The Committee will be responsible for developing statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan, assisting in the identification of problematic areas for EEO, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees, assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion, designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity, keeping the company informed of equal opportunity progress through quarterly reports, reviewing the Diversity Plan with management at all levels of Elev8 Cannabis to ensure that the Diversity Plan is understood; and auditing Elev8 Cannabis’s internal and external job postings to ensure information is in compliance with Elev8 Cannabis’s diversity policies and procedures. The audit will include:

- Employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above-listed demographics in attendance; and
- A comprehensive description of all efforts made by Elev8 Cannabis to monitor and enforce the Diversity Plan.

The progress of our Diversity Plan will be documented on an annual basis. It will be documented upon license renewal, and each year thereafter.

Acknowledgements

- Elev8 Cannabis will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Elev8 Cannabis will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



Maintaining of Financial Records

Elev8 Cannabis, LLC (“Elev8”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);



- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.



Personnel Policies Including Background Checks

Overview

Elev8 Cannabis, LLC (“Elev8”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Elev8 will keep, at a minimum, the following personnel records:

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

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Elev8, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Elev8 agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Elev8 facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Elev8 facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Elev8 agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Elev8’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Elev8 facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:



- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Elev8 agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Elev8 facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Elev8 agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Human Resources Manager: The Human Resources Manager at Elev8 will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for The Elev8 Botanicals, Including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Elev8 agents;
- Review and revise Elev8 personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Elev8 agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Elev8 facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:



- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Elev8 facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Elev8;
- Properly setting up product displays pursuant to Elev8 policies and procedures;
- Executing and enforcing compliance with Commission regulations and Elev8 policies and procedures;
- Understanding sales transactions using the POS Software;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Elev8 and will include, at a minimum, the following:

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

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

Staffing Plan

Hiring and Recruitment

Elev8's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Elev8's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Elev8's Diversity Plan and Community Initiatives;



- Elev8's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Elev8 is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Elev8's mission to provide a professional workplace free from harassment and discrimination for employees. Elev8 will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Elev8's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Elev8 employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Elev8 facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.



Workplace Attire

The required attire for registered agents at Elev8 varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements.

Overview of Personnel Policies and Procedures

Standard Employment Practices

Elev8 values the contributions of its management and staff positions. Elev8 will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Elev8's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Elev8 will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Elev8 may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at Elev8 are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules



Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Elev8 leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Elev8 will determine which holidays will be observed and which departments will not be required to work. Elev8 will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Elev8 anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose



Elev8's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Elev8's progressive discipline policies and procedures have been designed consistent with Elev8's organizational values, best practices, and state and federal employment laws.

Elev8 reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Elev8 as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Elev8 recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or



others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Elev8 will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Elev8 reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Elev8 and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.



Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Elev8, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Elev8. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Elev8 to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Elev8 are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.



6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Elev8 to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Elev8 is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.



Compensation

As an employer, Elev8 believes that it is in the best interest of both the organization and Elev8's employees to fairly compensate its workforce for the value of the work provided. It is Elev8's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Elev8, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Elev8.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Elev8 is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive



domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.

3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Elev8 will undergo a detailed background investigation prior to being granted access to a Elev8 facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Elev8 pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Elev8 will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Elev8 will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Elev8 will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;



- vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Elev8 will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Elev8 along with any legal notices required.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Elev8 or the Commission.



Qualifications and Training

Elev8 Cannabis, LLC will ensure that all employees hired to work at a Elev8 facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

Elev8 will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Elev8 discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Elev8 will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Elev8's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Elev8's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Elev8's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Elev8's owners, managers, and employees will then successfully complete the program once every year thereafter. Elev8 will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Elev8's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Elev8's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;



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



Quality Control and Testing

Quality Control

Elev8 Cannabis, LLC (“Elev8”) will comply with the following sanitary requirements:

1. Any Elev8 agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Elev8 agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Elev8’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Elev8’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Elev8’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Elev8 will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Elev8’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Elev8’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Elev8’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Elev8 will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Elev8 will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Elev8’s plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable



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

13. Elev8 will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Elev8 will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Elev8 will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Elev8's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Elev8 will ensure that Elev8's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Elev8 will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Elev8 to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

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

Testing

Elev8 will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Elev8's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Elev8's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Elev8's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.



Elev8 will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Elev8's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Elev8 for disposal or by the Independent Testing Laboratory disposing of it directly.



Recordkeeping Procedures

General Overview

Elev8 Cannabis, LLC (“Elev8”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Elev8 documents. Records will be stored at Elev8 in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Elev8 is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Elev8’s quarter-end closing procedures. In addition, Elev8’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

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



- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with The Elev8 Botanicals, Including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Elev8 and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Elev8 will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Elev8 will use a POS Software to maintain real-time inventory that meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Elev8 will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution



(if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Elev8 for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Elev8 will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Elev8 agents present during the disposal or handling, with their signatures. Elev8 will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Elev8 will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Elev8 closes, all records will be kept for at least two (2) years at Elev8's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Elev8 will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Elev8's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;



- A description of Elev8's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Elev8 operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Elev8, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Elev8's website.
- Policies and procedures for the handling of cash on Elev8 premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention



Elev8 will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Elev8 Cannabis, LLC (“Elev8”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Elev8 agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Elev8 discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Elev8 will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Elev8 will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Elev8 will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

Elev8 will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Elev8 packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Elev8’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



Plan to Positively Impact Areas of Disproportionate Impact

Overview

Elev8 Cannabis, LLC (“Elev8”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Elev8’s intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Educational Seminars

Elev8 intends to host quarterly educational seminars that are designed to empower individuals that work or reside within areas of disproportionate impact with skills training relative to the cannabis industry. Elev8's goal is to reduce barriers to entry in the commercial adult-use cannabis industry. Seminars will be held in rotating areas of disproportionate impact closest to our location: Fitchburg, Pittsfield, and North Adams. Topics that we will cover include:

- A primer on cannabis compliance
- Cannabis retail
- Cannabis cultivation
- Resume-writing
- Interviewing
- Financial literacy

Elev8 will proactively promote seminars via monthly advertisements in local newspapers, such as the Athol Daily News, stating that we are specifically looking for Massachusetts residents who have had past drug convictions for employment. We will reach out to non-profit organizations that interact with populations that would be interested in such trainings including local workforce development programs, and via social media.

Plan Administration

The Chief Executive Officer will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and will be responsible for developing measurable outcomes to ensure Elev8 continues to meet its commitment to the community. The CEO will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan.

Plan Measurement

At the end of each year, the CEO will count the number of educational seminars held and measure against its goal of four. For each seminar that was not held, the company will host an additional seminar the following year and make a contribution of \$2,500 to the Social Equity Fund. We will show progress on an annual basis. The results will be documented upon license renewal (one year from provisional licensure) and every year thereafter.

Attestations

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

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