

## Offering Memorandum: Part II of Offering Document (Exhibit A to Form C)

Trella Technologies LLC  
173 Clay Pond Rd.  
Bourne, MA 02532  
[www.trella.io](http://www.trella.io)

Up to \$1,070,000.00 Convertible Promissory Note.  
Minimum Target Amount: \$10,000.00

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

## **Company:**

**Company:** Trella Technologies LLC  
**Address:** 173 Clay Pond Rd., Bourne, MA 02532  
**State of Incorporation:** MA  
**Date Incorporated:** November 03, 2016

## **Terms:**

### **Convertible Promissory Notes**

**Offering Minimum:** \$10,000.00 of Convertible Promissory Note.

**Offering Maximum:** \$1,070,000.00 of Convertible Promissory Note.

**Type of Security Offered:** Convertible Promissory Note.

Note converts to Class B Units when the company raises \$4,070,000.00 in a qualified equity financing.

**Maturity Date:** March 01, 2021

**Valuation Cap:** \$30,000,000.00

**Discount Rate:** 20.0%

**Annual Interest Rate:** 10.0%

**Minimum Investment Amount (per investor):** \$200.00

## **Terms of the underlying Security**

**Underlying Security Name:** Class B Units

### **Voting Rights:**

Non-voting, except as required by law

### **Other Material Rights:**

"Units" shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company. Class B units shall bear only an economic interest in the company in the Company and shall not be entitled to any vote except where expressly provided for in the Operating Agreement or required by the Act. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

(a) in satisfaction of liabilities to creditors except Company obligations to current Members;

(b) in satisfaction of Company debt obligations to current Members; and then



(c) to the Members pro rata in proportion to their membership Percentage Interest.

Right of First Refusal: In the event that a Membership Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Membership Interest. Members who are also on the Board of Managers shall have first priority, followed by the remaining Members. The value of that interest in the Company will be the lower Fair Market Value and any third party offer that the Member wishes to accept.

*\*Annual Interest Rate subject to adjustment of 10% bonus for StartEngine shareholders. See 10% Bonus below*

*We are seeking to raise a minimum of \$10,000 (initial target amount) for fundraising marketing to continue the raise to \$107,000. If we reach our offering maximum, we are contemplating increasing the offering maximum to \$1,070,000 through Regulation Crowdfunding.*

#### **PERKS\***

##### **\$1,000+ Investment**

Receive a Trella Technologies sweatshirt or vest, your pick!

#### **PERKS (IF WE RAISE OVER \$250,000)\***

##### **\$5,000+ Investment**

You will be invited to visit our research lab in Massachusetts and to meet Team Trella.

(Transportation and accommodation not included).

##### **\$25,000+ Investment**

You will receive a personal invite to a dinner with the founders of Trella Technologies as well as a tour of the research lab in Massachusetts.

Location and time need to be mutually agreed on (Transportation and accommodation not included).

*\*All perks occur after the offering is completed.*

#### **StartEngine shareholders bonus**

Trella Technologies LLC will offer 10% additional bonus interest for all investments that are committed, within 24 hours of this offering going live, by StartEngine Crowdfunding Inc. shareholders who invested over \$1,000 in the StartEngine Reg A offering which closed earlier this year.

StartEngine shareholders who have invested \$1,000+ in the StartEngine Reg A+ campaign will receive a 10% increase in the annual interest rate on Convertible

Promissory Notes in this Offering if they invest within a 24-hour window of their campaign launch date. For example, if invest in the first 24 hours, your annual interest rate will be 11% instead of 10%.

This 10% Bonus is only valid for one year from the time StartEngine Crowdfunding Inc. investors receive their countersigned StartEngine Crowdfunding Inc. subscription agreement.

## **The Company and its Business**

### *Company Overview*

Trella provides technical, innovative solutions to make indoor and urban farming a sustainable, long-lasting industry. The agriculture industry is changing, and we believe that urban and indoor farming are the future. Trella creates solutions to problems unique to indoor farming in responsible, energy-efficient ways that bolster the global farming community. The first step on that journey is to change the landscape of indoor farming by diversifying what can be grown in that environment. That's why we've developed the world's first automated plant training system (TrellaGro LST™) to grow tall plants in small spaces. The device also comes equipped with various sensors to monitor environmental conditions vs. plant growth rate. The unit can be controlled and monitored remotely via the TrellaGro LST app. Through the use of machine learning algorithms, the data can be refined and returned to the user for their benefit, as well as our strategic partners and the global research community.

### *Competitors and Industry*

At this time, we are the world's first and only AUTOMATED plant training solution. Existing methods rely on manual user interaction which requires time and skill. We are patent-pending both in the US and Internationally. We'll make an impact in two markets: 1. Vertical Indoor Farming: -Increase in urban population and food shortages -Need for year-round production -Increase risk to crops from natural catastrophes Global Market Size: \$4.1B by 2020 Source:

<https://gminsights.wordpress.com/2017/05/24/vertical-farming-market/>

<https://globenewswire.com/news-release/2017/05/17/986832/0/en/Vertical-Farming-Market-to-exceed-13bn-by-2024-Global-Market-Insights-Inc.html> 2. Ancillary

Cannabis Industry (Technology): -Legalization on a global rise, leading to increased competition for commercial growers and a need for sustainability and efficiency - Indoor farming methods usually mandated by local regulators for added security. - regulations for residential growers based on plant count, therefore growers need to get high yield per plant Global Spending = \$57B by 2027 (to compare the US market in 2017 hit 9.2B. Some companies invest up to 80% of their profits, much of that to keep up with technology) Sources:

<https://www.forbes.com/sites/thomaspellechia/2018/03/01/double-digit-billions-puts-north-america-in-the-worldwide-cannabis-market-lead/#517c65df6510>

<https://hightimes.com/grow/higher-tech-the-geeks-are-taking-over-the-cannabis-industry/>

## *Current Stage and Roadmap*

We are currently in the design for production mode phase with our fifth design revision. Since early 2017, we've designed and built four prototypes. A plant growth trial was conducted for each prototype design, with improvement and modifications made along the way. Provisional patents were filed in April of 2017, followed by the filing of a US Utility Patent and Foreign PCT application in April of 2018. Our device also comes with a software application to allow the user to track plant growth rate vs the environmental conditions. The data will be mined and refined for usability via machine learning algorithms. This is currently under early stage development for web-based applications. The company is currently in the process of building the TrellaGro-LST Model 6 (post prototype model) for grow testing and public showcasing. The company did not disclose its design to the public until April 2018 (after intellectual property protection). During the summer of 2018, the company launched a donation-based crowdfunding campaign on Indiegogo to raise additional capital. During this time, we also received feedback from our target market to improve our design, marketing, and brand development. The main goal for 2019: showcase our product working in a commercial style environment for marketing purposes (educational and adoption). Successful grow trial demonstrations (by Beta Users and Trella) will lead to market acceptance in order to obtain sales for revenue generation. For 2019, revenue will be generated from the sale of TrellaGro LST units with an MSRP of \$2,999 to \$3,499. Additional revenue can also be generated via a subscription to the TrellaGro LST app, as well as leasing access to mined data for machine learning (AI) purposes.

## **The Team**

### **Managers**

**Name:** Aja N. Atwood

Aja N. Atwood's current primary role is with Liberty Mutual. Aja N. Atwood currently services 42 hours per week in their role with the Issuer.

Positions and offices currently held with the issuer:

- **Position:** CEO & Co-founder  
**Dates of Service:** November 11, 2016 - Present  
**Responsibilities:** Company mission, project management/goal setting, accounting, operations, marketing, public relations, patent management, product scope, cultivation and grow trial management.

Other business experience in the past three years:

- **Employer:** AIG  
**Title:** Regional Field Engineering Manager  
**Dates of Service:** January 01, 2014 - December 04, 2016  
**Responsibilities:** Leading a regional team of field engineers and supervisors

throughout the US Northeast region with a focus on training, development and career growth.

Other business experience in the past three years:

- **Employer:** Liberty Mutual  
**Title:** Global Nat Cat Practice Leader  
**Dates of Service:** January 01, 2017 - Present  
**Responsibilities:** Subject matter expert for natural catastrophe risk engineering for commercial properties and businesses.

**Name:** Andres Chamorro III

Andres Chamorro III's current primary role is with Medical Device Company. Andres Chamorro III currently services 10 hours per week in their role with the Issuer.

Positions and offices currently held with the issuer:

- **Position:** VP of Engineering & Co-founder  
**Dates of Service:** November 03, 2016 - Present  
**Responsibilities:** To handle items related to hardware engineering, patent guidance, IT, custom prototyping, hardware fabrication And creative brainstorming.

Other business experience in the past three years:

- **Employer:** Medical Device Company  
**Title:** Product Development Consultant  
**Dates of Service:** December 01, 2014 - Present  
**Responsibilities:** Mainly focused on DFM, vendor selection and support, and design transfer to contract manufacturer.

## Risk Factors

The SEC requires the company to identify risks that are specific to its business and its financial condition. The company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently more risky than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest.

These are the risks that relate to the Company:

### ***Uncertain Risk***

An investment in the Company (also referred to as “we”, “us”, “our”, or “Company”) involves a high degree of risk and should only be considered by those who can afford the loss of their entire investment. Furthermore, the purchase of any of the convertible notes should only be undertaken by persons whose financial resources are sufficient to enable them to indefinitely retain an illiquid investment. Each investor in the Company should consider all of the information provided to such potential investor regarding the Company as well as the following risk factors, in addition to the other information listed in the Company’s Form C. The following risk factors are not intended, and shall not be deemed to be, a complete description of the commercial and other risks inherent in the investment in the Company.

### ***Our business projections are only projections***

There can be no assurance that the Company will meet our projections. There can be no assurance that the Company will be able to find sufficient demand for our product, that people think it’s a better option than a competing product, or that we will be able to provide the service at a level that allows the Company to make a profit and still attract business.

### ***Any valuation at this stage is difficult to assess***

The valuation for the offering was established by the Company. Unlike listed companies that are valued publicly through market-driven stock prices, the valuation of private companies, especially startups, is difficult to assess and you may risk overpaying for your investment.

### ***The transferability of the Securities you are buying is limited***

Any convertible notes purchased through this crowdfunding campaign is subject to SEC limitations of transfer. This means that the stock/note that you purchase cannot be resold for a period of one year. The exception to this rule is if you are transferring the stock back to the Company, to an “accredited investor,” as part of an offering registered with the Commission, to a member of your family, trust created for the benefit of your family, or in connection with your death or divorce.

### ***Your investment could be illiquid for a long time***

You should be prepared to hold this investment for several years or longer. For the 12 months following your investment there will be restrictions on how you can resell the securities you receive. More importantly, there is no established market for these securities and there may never be one. As a result, if you decide to sell these securities in the future, you may not be able to find a buyer. The Company may be acquired by an existing player in the agricultural technology space. However, that may never happen or it may happen at a price that results in you losing money on this investment.

### ***If the Company cannot raise sufficient funds it will not succeed***

The Company, is offering Convertible Notes in the amount of up to \$107,000 in this offering, and may close on any investments that are made. Even if the maximum amount is raised, the Company is likely to need additional funds in the future in order

to grow, and if it cannot raise those funds for whatever reason, including reasons relating to the Company itself or the broader economy, it may not survive. If the Company manages to raise only the minimum amount of funds, sought, it will have to find other sources of funding for some of the plans outlined in “Use of Proceeds.”

***We may not have enough capital as needed and may be required to raise more capital.***

We anticipate needing access to credit in order to support our working capital requirements as we grow. Although interest rates are low, it is still a difficult environment for obtaining credit on favorable terms. If we cannot obtain credit when we need it, we could be forced to raise additional equity capital, modify our growth plans, or take some other action. Issuing more equity may require bringing on additional investors. Securing these additional investors could require pricing our equity below its current price. If so, your investment could lose value as a result of this additional dilution. In addition, even if the equity is not priced lower, your ownership percentage would be decreased with the addition of more investors. If we are unable to find additional investors willing to provide capital, then it is possible that we will choose to cease our sales activity. In that case, the only asset remaining to generate a return on your investment could be our intellectual property. Even if we are not forced to cease our sales activity, the unavailability of credit could result in the Company performing below expectations, which could adversely impact the value of your investment.

***Terms of subsequent financings may adversely impact your investment***

We will likely need to engage in common equity, debt, or preferred stock financings in the future, which may reduce the value of your investment in the Common Stock. Interest on debt securities could increase costs and negatively impact operating results. Preferred stock could be issued in series from time to time with such designation, rights, preferences, and limitations as needed to raise capital. The terms of preferred stock could be more advantageous to those investors than to the holders of Common Stock. In addition, if we need to raise more equity capital from the sale of Common Stock, institutional or other investors may negotiate terms that are likely to be more favorable than the terms of your investment, and possibly a lower purchase price per share.

***Management Discretion as to Use of Proceeds***

Our success will be substantially dependent upon the discretion and judgment of our management team with respect to the application and allocation of the proceeds of this Offering. The use of proceeds described below is an estimate based on our current business plan. We, however, may find it necessary or advisable to re-allocate portions of the net proceeds reserved for one category to another, and we will have broad discretion in doing so.

***Projections: Forward Looking Information***

Any projections or forward looking statements regarding our anticipated financial or operational performance are hypothetical and are based on management's best estimate of the probable results of our operations and will not have been reviewed by our independent accountants. These projections will be based on assumptions which

management believes are reasonable. Some assumptions invariably will not materialize due to unanticipated events and circumstances beyond management's control. Therefore, actual results of operations will vary from such projections, and such variances may be material. Any projected results cannot be guaranteed.

***We may never have an operational product or service***

It is possible that there may never be an operational TrellaGro LST or that the product may never be used to engage in transactions. It is possible that the failure to release the product is the result of a change in business model upon Company's making a determination that the business model, or some other factor, will not be in the best interest of Company and its stockholders/members/creditors.

***Some of our products are still in prototype phase and might never be operational products***

It is possible that there may never be an operational product or that the product may never be used to engage in transactions. It is possible that the failure to release the product is the result of a change in business model upon the Company's making a determination that the business model, or some other factor, will not be in the best interest of the Company and its stockholders.

***Developing new products and technologies entails significant risks and uncertainties***

We are currently in the research and development stage and have only manufactured a prototype. Delays or cost overruns in the development and failure of the product to meet our performance estimates may be caused by, among other things, unanticipated technological hurdles, difficulties in manufacturing, changes to design and regulatory hurdles. Any of these events could materially and adversely affect our operating performance and results of operations.

***Minority Holder; Securities with No Voting Rights***

The Convertible Notes that an investor is buying has no voting rights attached to them. This means that you will have no rights in dictating on how the Company will be run. You are trusting in management discretion in making good business decisions that will grow your investments. Furthermore, in the event of a liquidation of our company, you will only be paid out if there is any cash remaining after all of the creditors of our company have been paid out.

***You are trusting that management will make the best decision for the company***

You are trusting in management discretion. You are buying non-voting membership interest as a minority holder, and therefore must trust the management of the Company to make good business decisions that grow your investment.

***Insufficient Funds***

The company might not sell enough securities in this offering to meet its operating needs and fulfill its plans, in which case it will cease operating and you will get nothing. Even if we sell all the common stock we are offering now, the Company will (possibly) need to raise more funds in the future, and if it can't get them, we will fail. Even if we do make a successful offering in the future, the terms of that offering might result in your investment in the company being worth less, because later investors



might get better terms.

***Our new product could fail to achieve the sales projections we expected***

Our growth projections are based on an assumption that with an increased advertising and marketing budget our products will be able to gain traction in the marketplace at a faster rate than our current products have. It is possible that our new products will fail to gain market acceptance for any number of reasons. If the new products fail to achieve significant sales and acceptance in the marketplace, this could materially and adversely impact the value of your investment.

***We are an early stage company and have not yet generated any profits***

Trella Technologies LLC was formed in November 2016, but did not commence public marketing until April 2018. Accordingly, the Company has a limited history upon which an evaluation of its performance and future prospects can be made. Our current and proposed operations are subject to all business risks associated with new enterprises. These include likely fluctuations in operating results as the Company reacts to developments in its market, managing its growth and the entry of competitors into the market. Trella Technologies, LLC has incurred a net loss and has had limited revenues generated since inception. There is no assurance that we will be profitable in the next 3 years or generate sufficient revenues to pay dividends to the holders of the shares.

***We are an early stage company and have limited revenue and operating history***

The Company has a short history, few customers, and effectively no revenue. If you are investing in this company, it's because you think that TrellaGro LST is a good idea, that the team will be able to successfully market, and sell the product or service, that we can price them right and sell them to enough peoples so that the Company will succeed. Further, we have never turned a profit and there is no assurance that we will ever be profitable.

***We have pending patent approval's that might be vulnerable***

We believe one of the most valuable components of the Company is our intellectual property portfolio. To protect our intellectual property, we partnered with Hamilton Brook Smith Reynolds, one of the top Intellectual Property law firms both nationally and regionally. With their support, we completed a thorough prior-art search before filing our patent application. However, due to the value, competitors may misappropriate or violate the rights owned by the Company. The Company intends to continue to protect its intellectual property portfolio from such violations. It is important to note that unforeseeable costs associated with such practices may invade the capital of the Company due to its unregistered intellectual property.

***Our trademarks, copyrights and other intellectual property could be unenforceable or ineffective***

Intellectual property is a complex field of law in which few things are certain. It is possible that competitors will be able to design around our intellectual property, find prior art to invalidate it, or render the patents unenforceable through some other mechanism. If competitors are able to bypass our trademark and copyright protection



without obtaining a sublicense, it is likely that the Company's value will be materially and adversely impacted. This could also impair the Company's ability to compete in the marketplace. Moreover, if our trademarks and copyrights are deemed unenforceable, the Company will almost certainly lose any potential revenue it might be able to raise by entering into sublicenses. This would cut off a significant potential revenue stream for the Company.

***The cost of enforcing our trademarks and copyrights could prevent us from enforcing them***

Trademark and copyright litigation has become extremely expensive. Even if we believe that a competitor is infringing on one or more of our trademarks or copyrights, we might choose not to file suit because we lack the cash to successfully prosecute a multi-year litigation with an uncertain outcome; or because we believe that the cost of enforcing our trademark(s) or copyright(s) outweighs the value of winning the suit in light of the risks and consequences of losing it; or for some other reason. Choosing not to enforce our trademark(s) or copyright(s) could have adverse consequences for the Company, including undermining the credibility of our intellectual property, reducing our ability to enter into sublicenses, and weakening our attempts to prevent competitors from entering the market. As a result, if we are unable to enforce our trademark(s) or copyright(s) because of the cost of enforcement, your investment in the Company could be significantly and adversely affected.

***Risks relating to the U.S. federal laws affecting the legal cannabis industry***

Certain activities involving marijuana remain illegal under US federal laws. Such activities include but are not limited to: (i) distribution of marijuana to minors, (ii) transporting marijuana across state lines, (iii) driving under the influence of marijuana and other adverse public health consequences, (iv) growing marijuana on public lands, (v) growing marijuana in a manner not consistent with state and local jurisdiction, (vi) marijuana possession or use on federal property, and (vii) other criminal activity or violence associated with the sale of marijuana. To the extent Trella Technologies, LLC may not prevent certain of its users from using TrellaGro LST in violation of U.S. federal law, it may subject the Company and/or Trella Technologies, LLC to civil and/or criminal liability, which could result in the utility, liquidity, being adversely affected.

***Enforcement Of Federal Laws Criminalizing Cannabis***

Cannabis is currently categorized as a Schedule I controlled substance by the DEA and the U.S. Department of Justice, and consequently is illegal to grow, possess and consume under federal law. Even in those jurisdictions in which the use of medical cannabis has been legalized at the state level, its use remains a violation of federal law. The U.S. Supreme Court has ruled in *United States v. Oakland Cannabis Buyers' Coop.* and *Gonzales v. Raich* that the federal government has the right to regulate and criminalize cannabis, even for medical purposes. Therefore, federal law criminalizing the use of cannabis preempts state laws that legalize its use for medicinal or adult-retail purposes. Strict enforcement of federal law regarding cannabis would likely result in Trella Technologies's inability to proceed with its business plan. The previous Obama administration had effectively stated that it is not an efficient use of

resources to direct federal law enforcement agencies to prosecute those lawfully operating under state designated laws allowing the use and distribution of medical cannabis. In furtherance thereof, on August 29, 2013, the Department of Justice provided guidance to all U.S. federal prosecutors with respect to the enforcement of laws regarding cannabis via the publication of a memorandum authored by former US Attorney General James M. Cole (the “Cole Memo”). The Cole Memo stated that enforcement should be focused on eight priorities, which is to prevent: (1) distribution of cannabis to minors; (2) revenue from sale of cannabis to criminal enterprises, gangs and cartels; (3) transfer of cannabis from states where it is legal to states where it is illegal; (4) cannabis activity from being a pretext for trafficking of other illegal drugs or illegal activity; (5) violence of use of firearms in cannabis growth and distribution; (6) drugged driving and adverse public health consequences from cannabis use; (7) growth of cannabis on federal lands; and (8) cannabis possession or use on federal property. On January 4, 2018, the U.S. Attorney General Jeff Sessions rescinded the Cole Memo and restored the “rule of law.” Such rescission essentially shifts federal policy from the hands-off approach adopted under the Obama administration to allowing federal prosecutors across the U.S. to decide individually how to prosecute the pot possession, distribution and cultivation of the drug in states where it is legal. Trella Technologies is primarily a tech company and does, at any point, possess, transfer, or otherwise come in contact with federally controlled substances. However, while Trella Technologies does not believe its activities involve those enumerated in the Cole Memo, in light of the rescission of the memo by the current Attorney General, federal prosecutors will now have significant discretion on their interpretation of these priorities, and no assurances can be given that federal prosecutors will agree with Trella Technologies’ position. Trella Technologies therefore cannot provide assurance that its actions are in full compliance with the Cole Memo or any other state or federal laws or regulations. In addition, there is no guarantee that the current administration will not further change its policy regarding the strict enforcement of federal laws or the eight listed priorities. Additionally, any new administration that follows could change this policy and decide to enforce the federal laws even stronger. Any such change in the federal government’s enforcement of current federal laws could cause significant financial damage to Trella Technologies. Some of Trella Technologies’s business activities and the business activities of some of its users, while believed to be compliant with applicable state law, are illegal under federal law because they violate the Federal Controlled Substances Act. If Trella Technologies or its users are closed by law enforcement authorities, it will materially and adversely affect Trella Technologies’ business. As of January, 2019, 33 states plus the District of Columbia, and the territories of Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands have passed laws allowing some degree of medical use of cannabis, while ten of those states and the District of Columbia have also legalized the adult-use of cannabis. Additionally, the 2018 Hemp Farm Bill legalized the use of non-psychoactive cannabis for all US states and territories, creating a legal market for CBD products throughout the US. However, under U.S. federal law, and more specifically the Federal Controlled Substances Act, the possession, use, cultivation, marketing and transfer of psychoactive cannabis is illegal. To the extent that Trella Technologies’s cultivation

customers are closed, it will negatively affect Trella Technologies's operations and revenue, and to the extent that it prevents or discourages other similar businesses from entering the cannabis industry, Trella Technologies's potential user base would contract, leading to a material negative affect on Trella Technologies's business and operations.

***This offering involves "rolling closings," which may mean that earlier investors may not have the benefit of information that later investors have.***

Once we meet our target amount for this offering, we may request that StartEngine instruct the escrow agent to disburse offering funds to us. At that point, investors whose subscription agreements have been accepted will become our noteholders. All early-stage companies are subject to a number of risks and uncertainties, and it is not uncommon for material changes to be made to the offering terms, or to companies' businesses, plans or prospects, sometimes on short notice. When such changes happen during the course of an offering, we must file an amended to our Form C with the SEC, and investors whose subscriptions have not yet been accepted will have the right to withdraw their subscriptions and get their money back. Investors whose subscriptions have already been accepted, however, will already be our noteholders and will have no such right.

## Ownership and Capital Structure; Rights of the Securities

### Ownership

The following table sets forth information regarding beneficial ownership of the company's holders of 20% or more of any class of voting securities as of the date of this Offering Statement filing.

Member Name	Number of Securities Owned	Type of Security Owned	Percentage
Aja Nicole Atwood	730,000	Class A Units	73.0
Andres Chamorro III	270,000	Class A Units	27.0

### The Company's Securities

The Company has authorized Class B Units, Class A Units, and Convertible Promissory Notes - Series 2019 - CF.

#### *Class B Units*

The amount of security authorized is 1,000,000 with a total of 0 outstanding.

#### *Voting Rights*

There are no voting rights associated with Class B Units.

#### *Material Rights*

"Units" shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company. Class B units shall bear only an economic interest in the company in the Company and shall not be entitled to any vote except where expressly provided for in the Operating Agreement or required by the Act. No Member will have priority over any other Member for the distribution of Net Profits or Losses. 43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority: (a) in satisfaction of liabilities to creditors except Company obligations to current Members; (b) in satisfaction of Company debt obligations to current Members; and then (c) to the Members pro rata in proportion to their membership Percentage Interest. Right of First Refusal: In the event that a Membership Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Membership Interest. Members who are also on the Board of Managers shall have first priority, followed by the remaining Members. The value of that interest in the Company will be the lower Fair Market Value and any third party offer that the Member wishes to accept. The Company will distribute K-1s to all members in accordance with the terms of the Operating Agreement and as required by law.

#### *Class A Units*

The amount of security authorized is 1,000,000 with a total of 1,000,000 outstanding.

### *Voting Rights*

Each Class A Member shall be entitled to vote his, her or its Class A Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a majority vote of the Members holding Class A Units, unless the question or matter is one upon which, by express provision of applicable law or of the Articles of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

### *Material Rights*

i. "Units" shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company. Class A Units shall bear both an economic and a management interest in the Company. No Member will have priority over any other Member for the distribution of Net Profits or Losses. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority: (a) in satisfaction of liabilities to creditors except Company obligations to current Members; (b) in satisfaction of Company debt obligations to current Members; and then (c) to the Members pro rata in proportion to their membership Percentage Interest. Right of First Refusal: In the event that a Membership Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Membership Interest. Members who are also on the Board of Managers shall have first priority, followed by the remaining Members. The value of that interest in the Company will be the lower Fair Market Value and any third party offer that the Member wishes to accept. The Company will distribute K-1s to all members in accordance with the terms of the Operating Agreement and as required by law.

### *Convertible Promissory Notes - Series 2019 - CF*

The security will convert into Class b units and the terms of the Convertible Promissory Notes - Series 2019 - CF are outlined below:

**Amount outstanding:** \$0.00

**Maturity Date:** March 01, 2021

**Interest Rate:** 10.0%

**Discount Rate:** 20.0%

**Valuation Cap:** \$30,000,000.00

**Conversion Trigger:** On the next round of funding of \$4,070,000.00 or more

### *Material Rights*

Note converts to Class B Units when the company raises \$4,070,000 in a qualified equity financing

**Conversion; Repayment Premium Upon Sale of the Company.**

(a) In the event that the Company issues and sells membership units to investors (the “Equity Investors”) on or before the date of the repayment in full of this Note in a transaction or series of transactions pursuant to which the Company issues and sells its membership units resulting in gross proceeds to the Company of at least \$4,070,000 (excluding the conversion of the Notes and any other debt) (a “Qualified Financing”), then it converts into Class B Units at conversion price equal to the lesser of (i) 80% of the per unit price paid by the Investors or (ii) the price equal to the quotient of \$30,000,000 divided by the aggregate number of outstanding membership units of the Company as of immediately prior to the initial closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.)

(b) If the conversion of the Note would result in the issuance of a fractional unit, the Company shall, in lieu of issuance of any fractional unit, pay the Investor otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one unit of the class and series of membership unit into which this Note has converted by such fraction.

(c) Notwithstanding any provision of this Note to the contrary, if the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, then (i) the Company will give the Investor at least 15 days prior written notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of such Sale of the Company, in full satisfaction of the Company’s obligations under this Note, the Company will pay to the Investor an aggregate amount equal to the greater of (a) the aggregate amount of the principal and all unaccrued and unpaid interest under this Note or (b) the amount the Investor would have been entitled to receive in connection with such Sale of the Company if the aggregate amount of principal and interest then outstanding under this Note had been converted into Class B Units of the Company pursuant to Section 3(a) immediately prior to the closing of such Sale of the Company.

(d) For the purposes of this Note: “Sale of the Company” shall mean (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the members of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company’s voting power is transferred; provided, however, that a Sale of the Company shall not include any transaction or series of transactions principally for

bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

### **Maturity.**

Unless the Note has been previously converted in accordance with the terms of the Note prior to the Maturity Date, the entire outstanding principal balance and all unpaid accrued interest shall automatically be converted into Class B Units at a price per security equal to the quotient of \$30,000,000 divided by the aggregate number of outstanding membership units of the Company as of immediately prior to the conversion of these Notes (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.) as soon as a reasonably practicable following the Maturity Date.

### **What it means to be a minority holder**

As a holder of Convertible Notes of the company, you will have limited rights in regards to the corporate actions of the company, including additional issuances of securities, company repurchases of securities, a sale of the company or its significant assets, or company transactions with related parties. Further, investors in this offering may have rights less than those of other investors, and will have limited influence on the corporate actions of the company.

### **Dilution**

Investors should understand the potential for dilution. Upon conversion, the investor's stake in a company could be diluted due to the company issuing additional units or shares. In other words, when the company issues more shares, the percentage of the company that you own will go down, even though the value of the company may go up. You will own a smaller piece of a larger company. This increase in number of shares outstanding could result from a stock offering (such as an initial public offering, another crowdfunding round, a venture capital round, angel investment), employees exercising stock options, or by conversion of certain instruments (e.g. convertible bonds, preferred shares or warrants) into stock.

If the company decides to issue more shares, an investor could experience value dilution, with each share being worth less than before and control dilution, with the total percentage an investor owns being less than before. There may also be earnings dilution, with a reduction in the amount earned per share (though this typically occurs only if the company offers dividends, and most early stage companies are unlikely to offer dividends, preferring to invest any earnings into the company).

The company expects to offer unit options to founding significant employees or advisors as incentives for another 10-20% total of the units.

### **Transferability of securities**



For a year, the securities can only be resold:

- In an IPO;
- To the company;
- To an accredited investor; and
- To a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

## Recent Offerings of Securities

We have made the following issuances of securities within the last three years:

- **Type of security sold:** Class A Units  
**Final amount sold:** \$76,000.00  
**Use of proceeds:** Start-up expenses for 2017 and 2018.  
**Date:** December 31, 2018  
**Offering exemption relied upon:** Section 4(a)(2)

## Financial Condition and Results of Operations

### Financial Condition

*You should read the following discussion and analysis of our financial condition and results of our operations together with our financial statements and related notes appearing at the end of this Offering Memorandum. This discussion contains forward-looking statements reflecting our current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in the section entitled "Risk Factors" and elsewhere in this Offering Memorandum.*

### Results of Operations

Circumstances which led to the performance of financial statements:

Year ended December 31, 2018 compared to year ended December 31, 2019

#### Revenue

Revenue for the fiscal year of 2019 was flat with "other income" from pitch contest cash prizes. In late 2019, we decided to delay our go-to-market strategy to prioritize



our target to the commercial market (vs. residential). This pivot includes our Elite R&D partnership program which launched in early 2020. This program is designed to foster relationships with both commercial and educational institutions as early-adopters which can lead future sales to meet our 2020 goal. To date, we've received genuine interest from several commercial cultivators and we're currently negotiating contracts with one university (cannabis research) and two commercial cultivators (one recreational and one medical).

### **Cost of sales**

Cost of sales includes subcontractor fees for further product development of our Version 6 model. The majority of efforts were spent modifying the design to meet the needs of our commercial clients, to complete the design for the manufacturing process and determine tooling and manufacturing costs with our suppliers and contract manufacturer.

### **Gross margins**

Not applicable as income was not generated from product sales.

### **Expenses**

The Company's expenses consist of, among other things, advertising and marketing, prototyping materials and equipment, fees for professional services (foreign PCT applications), research and development expenses and engineering consulting fees. To date founders' salary = \$0.

### **Historical results and cash flows:**

Historical results and cash flows are not representative of what investors should expect in the future as they are pre-revenue. Based on our business plan and projections we anticipate revenue generation from product related sales in 2020.

### **Liquidity and Capital Resources**

**What capital resources are currently available to the Company? (Cash on hand, existing lines of credit, shareholder loans, etc...)**

Since inception Trella Technologies, LLC founders Aja Atwood and Andres "Dre" Chamorro III have made total capital contributions of approx. \$100K. Additionally, we've raised \$21,000 via contributions through a donation-based Indiegogo campaign (did not include pre-order sales). Thanks to our current investors, the company currently has enough cash on hand to cover general administrative costs for 6 months. However, this will not cover our major expenses such as product manufacturing and salaries.

**How do the funds of this campaign factor into your financial resources? (Are these funds critical to your company operations? Or do you have other funds or capital**

**resources available?)**

The funds from this campaign are critical to our operations. Crowdfunding is the preferred method of Trella Technologies, LLC. However, we can also raise money through angel or VC funding if the founding team deems it appropriate.

**Are the funds from this campaign necessary to the viability of the company? (Of the total funds that your company has, how much of that will be made up of funds raised from the crowdfunding campaign?)**

The majority, if not all, of the capital funds raised will be from the crowdfunding campaign.

**How long will you be able to operate the company if you raise your minimum? What expenses is this estimate based on?**

We are seeking to raise a minimum of \$10,000 (initial target amount) for fund-raising marketing to continue the raise to \$107,000, and then we may amend the offering to up to \$1,070,000 through Regulation Crowdfunding to reach our target of \$1M. If the company only raises the minimum amount, existing and current expenses would be scaled back. The short-term focus would include a continuation of marketing and product showcasing (demonstrating the product via grow trials) in order to spread the word about the benefits of automated plant training. This mode of operation would continue until we received additional capital and/or income via pre-orders.

**How long will you be able to operate the company if you raise your maximum funding goal?**

We are seeking to raise up to \$1,070,000 through Regulation Crowdfunding to reach our target of \$1M. With a successful raise we can continue to support our Elite R&D partners, which includes the manufacturing of units for user experience testing. We can also hire additional supporting staff with a priority on a strong sales and marketing team. Additionally, we would be able to relocate and update our R&D location for further product development.

**Are there any additional future sources of capital available to your company? (Required capital contributions, lines of credit, contemplated future capital raises, etc...)**

Our next investment round (equity based) will occur in 2020, to keep up with demand and to provide additional capital for further research and development as we improve our existing design (AutoSync LED feature, machine learning/neural network development, testing with a wider variety of plants such as fruits and vegetables).

## Indebtedness

The Company does not have any material terms of indebtedness.

## Related Party Transactions

The Company has not conducted any related party transactions

## Valuation

**Valuation Cap:** \$30,000,000.00

**Valuation Cap Details:** The valuation was based on an exit at year 4 with projected sales of \$23M ( 6,750 units sold) and a gross profit of \$7.6M. Three methods of calculations were used to determine a valuation. The VC Valuation Method (\$39M), ScoreCard (\$6.7M), and calculator by Equidam (\$16M). The average of all three of these methods was calculated at approximately \$20M. The average was then adjusted based on typical target valuation/valuation cap research by Equidam which shows that the majority of deals include a ratio of 150% or less. Therefore, the number was multiplied by a 1.5 factor and adjusted to \$30M (also falls within the range of all three calculation methods).

## Use of Proceeds

If we raise the Target Offering Amount of \$10,000.00 we plan to use these proceeds as follows:

- *StartEngine Platform Fees*  
6.0%
- *Operations*  
20.0%  
Includes general admin costs, intellectual property (legal fees), travel for trade shows.
- *Product Development*  
14.0%  
Includes continued development of an existing model for product showcasing, associated parts and materials and engineering consulting fees.
- *Marketing*  
60.0%  
We are seeking to raise a minimum of \$10,000 (initial target amount) for fundraising marketing to continue the raise of \$107,000, and then we will amend the offering to up to \$1,070,000 through Regulation Crowdfunding to reach our ultimate goal of \$750,000. Our minimum funding goal includes a continuation of marketing such as social media, trade shows, industry events and associated marketing materials

If we raise the over allotment amount of \$1,070,000.00, we plan to use these proceeds as follows:

- *StartEngine Platform Fees*  
6.0%
- *Research & Development*  
13.0%  
To be used for cultivation equipment to expand our product testing lab for product showcasing and development.
- *Operations*  
14.0%  
This includes a leased space for product assembly and the research lab (for grow trials/product showcasing). This also includes legal and insurance fees as well as general administrative costs.
- *Sales and Marketing*  
13.0%  
-Improving our digital marketing plan, participating in industry trade shows outside of the US Northeast.
- *Product Development and Manufacturing*  
54.0%  
To be used for engineering, manufacturing and product development. This also includes production and assembly equipment, and product certification testing.

The Company may change the intended use of proceeds if our officers believe it is in the best interests of the company.

## Regulatory Information

### Disqualification

No disqualifying event has been recorded in respect to the company or its officers or directors.

### Compliance Failure

The company has not previously failed to comply with the requirements of Regulation Crowdfunding.

### Ongoing Reporting

The Company will file a report electronically with the SEC annually and post the report on its website no later than April 30 (120 days after Fiscal Year End). Once posted, the annual report may be found on the Company's website at [www.trella.io](http://www.trella.io) ([www.trella.io/annualreport](http://www.trella.io/annualreport)).

The Company must continue to comply with the ongoing reporting requirements until:

- (1) it is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) it has filed at least one (1) annual report pursuant to Regulation Crowdfunding and has fewer than three hundred (300) holders of record and has total assets that do not exceed \$10,000,000;
- (3) it has filed at least three (3) annual reports pursuant to Regulation Crowdfunding;
- (4) it or another party repurchases all of the securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) it liquidates or dissolves its business in accordance with state law.

## **Updates**

Updates on the status of this Offering may be found at: [www.startengine.com/trella](http://www.startengine.com/trella)

## **Investing Process**

See Exhibit E to the Offering Statement of which this Offering Memorandum forms a part.

**EXHIBIT B TO FORM C**

**FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANT'S REVIEW FOR Trella  
Technologies LLC**

*[See attached]*

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# TRELLA TECHNOLOGIES, LLC

## FINANCIAL STATEMENTS YEAR ENDED DECEMBER 31, 2019 AND 2018 *(Unaudited)*

*(Expressed in United States Dollars)*

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## INDEX TO FINANCIAL STATEMENTS

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## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Members of  
Trella Technologies, LLC  
Mashpee, Massachusetts

We have reviewed the accompanying financial statements of Trella Technologies, LLC (the "Company,"), which comprise the balance sheet as of December 31, 2019 and December 31, 2018, and the related statement of operations, statement of members' equity (deficit), and cash flows for the year ending December 31, 2019 and December 31, 2018, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

### **Going Concern**

As discussed in Note 9, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

*Set Apart FS*

March 6, 2020  
Los Angeles, California

**Trella Technologies, LLC**  
**BALANCE SHEET**  
(Unaudited)

As of December 31,	2019	2018
(USD \$ in Dollars)		
<b>ASSETS</b>		
Current Assets:		
Cash & cash equivalents	\$ 4,491	\$ 15,938
Other current assets	-	-
<b>Total current assets</b>	<b>4,491</b>	<b>15,938</b>
Property and equipment, net	2,358	3,180
<b>Total assets</b>	<b>\$ 6,849</b>	<b>\$ 19,118</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Other current liabilities	\$ 2,328	-
<b>Total current liabilities</b>	<b>2,328</b>	<b>-</b>
Convertible notes	56,396	-
<b>Total liabilities</b>	<b>58,723</b>	<b>-</b>
<b>MEMBERS' EQUITY</b>		
Members equity	35,889	63,138
Net Income	(87,763)	(44,020)
<b>Total members' equity</b>	<b>(51,874)</b>	<b>19,118</b>
<b>Total liabilities and members' equity</b>	<b>\$ 6,849</b>	<b>\$ 19,118</b>

*See accompanying notes to financial statements.*

**Trella Technologies, LLC**  
**STATEMENTS OF OPERATIONS**  
(Unaudited)

For Fiscal Year Ended December 31,	2019	2018
(USD \$ in Dollars)		
Net revenue	-	68
Cost of goods sold	1,998	-
Gross profit	(1,998)	68
Operating expenses		
General and administrative	69,148	55,644
Sales and marketing	24,290	8,391
Total operating expenses	93,438	64,035
Operating income/(loss)	(95,436)	(63,967)
Interest expense	2,328	-
Other Loss/(Income)	(10,000)	(19,947)
Income/(Loss) before provision for income taxes	(87,763)	(44,020)
Provision/(Benefit) for income taxes	-	-
<b>Net income/(Net Loss)</b>	<b>(87,763)</b>	<b>(44,020)</b>

*See accompanying notes to financial statements.*

**Trella Technologies, LLC**  
**STATEMENTS OF CHANGES IN MEMBERS' EQUITY**  
**(UNAUDITED)**

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<u>(in , \$US)</u>	<u>Total Members'</u> <u>Equity</u>
<b>Balance—December 31, 2017</b>	<b>\$ 7,447</b>
Net income/(loss)	(44,020)
Member contribution	55,691
<b>Balance—December 31, 2018</b>	<b>\$ 19,118</b>
Net income/(loss)	(87,763)
Member contribution	16,771
<b>Balance—December 31, 2019</b>	<b>\$ (51,874)</b>

*See accompanying notes to financial statements.*

**Trella Technologies, LLC**  
**STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

For Fiscal Year Ended December 31,	2019	2018
(USD \$ in Dollars)		
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>		
Net income/(loss)	\$ (87,763)	\$ (44,020)
<i>Adjustments to reconcile net income to net cash provided/(used) by operating activities:</i>		
Depreciation of property	822	597
Amortization of debt issuance costs	2,584	
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	-	-
Other current liabilities	2,328	-
<b>Net cash provided/(used) by operating activities</b>	<b>(82,029)</b>	<b>(43,423)</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	-	(1,500)
<b>Net cash provided/(used) in investing activities</b>	<b>-</b>	<b>(1,500)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>		
Borrowings on Convertible notes	58,980	-
Payment related to debt issuance costs	(5,169)	
Member contribution	16,771	55,691
<b>Net cash provided/(used) by financing activities</b>	<b>70,582</b>	<b>55,691</b>
Change in cash	(11,447)	10,767
Cash—beginning of year	15,938	5,171
<b>Cash—end of year</b>	<b>\$ 4,491</b>	<b>\$ 15,938</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	\$ -	\$ -
Cash paid during the year for income taxes	\$ -	\$ -
<b>OTHER NONCASH INVESTING AND FINANCING ACTIVITIES AND SUPPLEMENTAL DISCLOSURES</b>		
Purchase of property and equipment not yet paid for	\$ -	\$ -
Conversion of debt into equity	\$ -	\$ -

*See accompanying notes to financial statements.*

**Trella Technologies, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2019 AND DECEMBER 31, 2018**

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*All amounts in these Notes are expressed in United States dollars (" \$" or "US\$"), unless otherwise indicated.*

## **1. SUMMARY**

Trella Technologies, LLC was formed on November 3, 2016 in the state of Massachusetts. The financial statements of Trella Technologies, LLC (which may be referred to as the "Company", "we", "us", or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in Bourne, Massachusetts.

Trella Technologies provides technical, innovative solutions to make indoor and urban farming a sustainable, long-lasting industry. The new concept of growing plants horizontally was invented which was opposite to the existing methods that were mostly manual, labor-intensive, and inefficient. The two prototyped, built (and built again) what would become Trella Technologies' unique plant-training solution, the Trella Gro LST.

The TrellaGro LST is an automated low-stress training solution to grow tall plants in small spaces. TrellaGro LST has multiple applications. Our system helps indoor cultivators (including residential and commercial growers) grow taller/fruit-bearing crops in spaces that were previously problematic due to height constraints: spaces with low ceilings, or vertical/stacked arrangements like those found in urban farms, freight containers, basements, grow tents and closets.

## **2. SIGNIFICANT ACCOUNTING POLICIES**

### **Basis of Presentation**

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("US GAAP").

### **Use of Estimates**

The preparation of financial statements in conformity with United States GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash and Cash Equivalents**

Cash and cash equivalents include all cash in banks. The Company's cash are deposited in demand accounts at financial institutions that management believes are creditworthy.

### **Property and Equipment**

Property and equipment are stated at cost. Normal repairs and maintenance costs are charged to earnings as incurred and additions and major improvements are capitalized. The cost of assets retired or otherwise disposed of and the related depreciation are eliminated from the accounts in the period of disposal and the resulting gain or loss is credited or charged to earnings.



**Trella Technologies, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2019 AND DECEMBER 31, 2018**

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Depreciation is computed over the estimated useful lives of the related asset type or term of the operating lease using the straight-line method for financial statement purposes. The estimated service lives for property and equipment is as follows:

<u>Category</u>	<u>Useful Life</u>
Equipment	3-5 years

**Impairment of Long-lived Assets**

Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We look for indicators of a trigger event for asset impairment and pay special attention to any adverse change in the extent or manner in which the asset is being used or in its physical condition. Assets are grouped and evaluated for impairment at the lowest level of which there are identifiable cash flows, which is generally at a location level. Assets are reviewed using factors including, but not limited to, our future operating plans and projected cash flows. The determination of whether impairment has occurred is based on an estimate of undiscounted future cash flows directly related to the assets, compared to the carrying value of the assets. If the sum of the undiscounted future cash flows of the assets does not exceed the carrying value of the assets, full or partial impairment may exist. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. Fair value is determined using an income approach, which requires discounting the estimated future cash flows associated with the asset.

**Income Taxes**

The Company is taxed as a Limited Liability Company (LLC). Under these provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the shareholders are liable for individual federal and state income taxes on their respective shares of the Company's taxable income. The Company will pay state income taxes at reduced rates. The Company has filed tax returns from inception through 2018 and is not subject to tax examination by the Internal Revenue Service or state regulatory agencies.

**Revenue Recognition**

The Company will recognize revenues primarily from the sale of products and services when (a) persuasive evidence that an agreement exists; (b) the service has been performed; (c) the prices are fixed and determinable and not subject to refund or adjustment; and (d) collection of the amounts due is reasonably assured.

**Fair Value of Financial Instruments**

The carrying value of the Company's financial instruments included in current assets and current liabilities (such as cash and cash equivalents, restricted cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value due to the short-term nature of such instruments.

**Trella Technologies, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2019 AND DECEMBER 31, 2018**

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The inputs used to measure fair value are based on a hierarchy that prioritizes observable and unobservable inputs used in valuation techniques. These levels, in order of highest to lowest priority, are described below:

**Level 1**—Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.

**Level 2**—Observable prices that are based on inputs not quoted on active markets, but corroborated by market data.

**Level 3**—Unobservable inputs reflecting the Company's assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

**Subsequent Events**

The Company considers events or transactions that occur after the balance sheets date, but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated through March 6, 2020 which is the date the financial statements were issued.

**Recently Issued and Adopted Accounting Pronouncements**

In May 2014, the FASB issued ASU No. 2014-09 *Revenue from Contracts with Customers*. The Company adopted ASU No. 2014-09 on January 1, 2018. There were no adjustments necessary to opening retained earnings/(accumulated deficit).

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes*. ASU No. 2015-17 requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. This guidance is effective for the period beginning January 1, 2018. The Company early adopted the provisions of ASU No. 2015-17 during the 2018 year. There was no material impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The new standard introduces a new lessee model that brings substantially all leases onto the balance sheets. The amendments in the ASU are effective for fiscal years beginning after December 15, 2019. The Company is evaluating the potential impact of adoption of ASU No. 2016-02 on its financial statements, but generally would expect that the adoption of this new standard will result in a material increase in the long-term assets and liabilities of the Company as result of our lease agreements.

**3. DETAILS OF CERTAIN ASSETS AND LIABILITIES**

Other current liabilities consist of the following items:

<b>As of Year Ended December 31,</b>	<b>2019</b>	<b>2018</b>
Accrued interest	2,328	-
<b>Total Other Current Liabilities</b>	<b>\$ 2,328</b>	<b>\$ -</b>



**Trella Technologies, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2019 AND DECEMBER 31, 2018**

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#### **4. PROPERTY AND EQUIPMENT**

As of December 31, 2019 and December 31, 2018, property and equipment consists of:

<b>As of Year Ended December 31,</b>	<b>2019</b>	<b>2018</b>
Computer & Office Equipment	2,770	2,770
Growing Equipment	1,338	1,338
Accumulated depreciation	(1,749)	(928)
<b>Property and Equipment, Net</b>	<b>\$ 2,358</b>	<b>\$ 3,180</b>

Depreciation expense for property and equipment for the fiscal year ended December 31, 2019 totaled \$822.  
Depreciation expense for property and equipment for the fiscal year ended December 31, 2018 totaled \$597.

#### **5. MEMBERS' EQUITY**

The current ownership percentage of the members are as follows:

<b>As of Year Ended December 31, 2019</b>	
<b>Member's name</b>	<b>Ownership percentage</b>
Aja N. Atwood	73%
Andres Chamorro III	27%
<b>TOTAL</b>	<b>100%</b>

#### **6. DEBT**

##### **Promissory Note**

During 2019, the company authorized issuance of promissory note in the amount up to \$ 3,000,000. Maturity date is 24 months from the initial closing, unless earlier conversion and bear interest rate of 10% per annum based on a 365-day year. As part of the debt raising, the Company incurred debt issuance costs of \$5,169, which was classified as a liability. The debt issuance costs are amortized over the term of the loan. As of December 12, 2019, the outstanding amount of convertible promissory note was \$ 58,979, interest accrued was \$ 2,328, and debt issuance costs were \$2,584.

#### **7. COMMITMENTS AND CONTINGENCIES**

##### **Contingencies**

The Company's operations are subject to a variety of local and state regulation. Failure to comply with one or more of those regulations could result in fines, restrictions on its operations, or losses of permits that could result in the Company ceasing operations.

**Trella Technologies, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR YEAR ENDED TO DECEMBER 31, 2019 AND DECEMBER 31, 2018**

---

**Litigation and Claims**

From time to time, the Company may be involved in litigation relating to claims arising out of operations in the normal course of business. As of December 31, 2019, there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on the results of the Company's operations.

**8. SUBSEQUENT EVENTS**

The Company has evaluated subsequent events that occurred after December 31, 2019 through March 6, 2020, the issuance date of these financial statements. There have been no other events or transactions during this time which would have a material effect on these financial statements.

**9. GOING CONCERN**

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company incurred losses from operations and has an accumulated deficit of \$87,763 as of December 31, 2019.

The Company's ability to continue as a going concern in the next twelve months following the date the financial statements were available to be issued is dependent upon its ability to produce revenues and/or obtain financing sufficient to meet current and future obligations and deploy such to produce profitable operating results.

Management has evaluated these conditions and plans to generate revenues and raise capital as needed to satisfy its capital needs. During the next twelve months, the Company intends to fund its operations through debt and/or equity financing.

There are no assurances that management will be able to raise capital on terms acceptable to the Company. If it is unable to obtain sufficient amounts of additional capital, it may be required to reduce the scope of its planned development, which could harm its business, financial condition, and operating results. The accompanying financial statements do not include any adjustments that might result from these uncertainties.

**EXHIBIT C TO FORM C**

**PROFILE SCREENSHOTS**

*[See attached]*



## Trella Technologies

Grow tall plants in small spaces.



[Website](#) [Bourne, MA](#)

AGRICULTURE

At Trella Technologies, we create energy-efficient and globally-scalable solutions to problems unique to the indoor farming industry. We're diversifying the types of plants that can be grown indoors with sustainable, automated plant-training robotics.

**\$113,590** raised

228  
Investors

2  
Days Left

03/01/21  
Maturity Date

\$30M  
Valuation Cap

20.0%  
Discount Rate

10.0%  
Annual Interest Rate

Convertible  
Note  
Offering Type

\$200.00  
Min. Investment

INVEST NOW



This Offering is **no longer** eligible for the [StartEngine Owner's 10% Bonus](#)

*This Reg CF offering is made available through StartEngine Capital, LLC.*

Overview

Team

Terms

Updates <sup>53</sup>

Comments



Follow

## Reasons to Invest

- We're solving a "billion-person" problem, with the global capacity to impact the booming indoor farming and cannabis industries. Both industries are considered to be essential businesses during the COVID-19 pandemic, which has demonstrated the world's immense need for automation and sustainable practices in the production of food and medicine. [1]
- Our innovative tech is the first of its kind. That's why we partnered with Hamilton Brook Smith Reynolds, one of the top intellectual property law firms in the US.
- We have a dynamic and passionate team with vast experience. We're flexible,



creative and working within our niche!

## Our Why

“ We recognized a serious problem affecting our food supply and created a solution to diversify the types of plants that can be grown indoors with sustainable automated plant-training robotics.

As you explore below, you'll see that Trella Tech is about so much more than cannabis. The technology we are developing has the capacity to be used in future endeavors such as farming on NASA shuttles and other planets.

This is only the beginning!  
- Aja Atwood, CEO

”

Grow what you want, where you want!



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## THE PROBLEM

## We Found a Problem

“ Indoor farming looks like it could be the answer to feeding a hot and hungry planet. **It's not that easy.**  
- Washington Post

”

With indoor farming setups:

- ☯ Stacked or container farming solutions have **limited height**, causing **access issues** for plant growth & care
- ☯ Designed and suited for short plants like herbs, lettuce and short varieties of cannabis, which **limits product offering**
- ☯ Indoor cannabis cultivation is **high on energy-**

“ ...such growth has increased the size and complexity of the supply chain and the energy usage rate, and **dramatically expanded the industry's carbon footprint.**  
- EUCI.com

”





© 2020 Trella Technologies, LLC

consumption which leads to a high carbon footprint.



## THE SOLUTION

### Our Solution?



### Automation & Low-Stress Training

### The Method

Our patent-pending and automated technology gently trains tall plants to grow in small spaces.



Horizontal growing through low-stress training (LST) allows growers to keep all branches intact, creating increased cuttings and maximum yield.

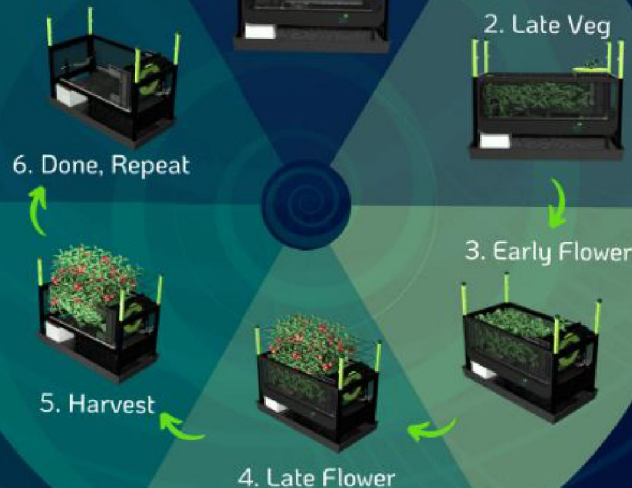
Reduce time spent pruning and trimming by more than 50%!

### How it Works

1. Early Veg



## HOW IT WORKS



## The App

Track growth rate based on environment conditions.

With this data, growers can determine the best conditions for faster growth, which results in more harvests throughout the year.

SEEDLING

VEGETATION

FLOWERING

HARVEST

© 2020 Trella Technologies, LLC

Want to see our automated plant-training system in action? ↘



↗ Watch as our CEO describes the design of TrellaGro LST™ Version 4!

# The Growing Market

## Cannabis Industry

- ☞ Legalization is on the rise in the US & internationally
- ☞ Positive shifts in public acceptance for medicinal purposes incl. CBD
- ☞ Increased demand for medical testing, research and technology



## Vertical Farming Industry

- ☞ Increase in urban population and food shortages
- ☞ Need for year-round production
- ☞ Increase risk to crops from natural catastrophes

\*Sources: GrandViewResearch.com, Statista.com., respectively

## Legal Cultivation & Vertical Farming on the Global Rise

## Who is TrellaGro LST™ for?

### Indoor Growers & Cultivators

- ☞ Cannabis growers with "plant count" limitations
- ☞ Growers using "stacked" or container farming solutions
- ☞ Cultivators looking to diversify their product offering
- ☞ Operators looking to stay competitive while reducing costs.



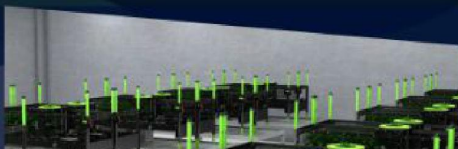
“ It all comes down to really two things: keeping your labor costs under control and keeping your energy costs under control... ”  
- MJBizMagazine



## TrellaGro LST is for...



Gus



☑ Experienced cannabis





- ✓ grower, with limited staff
- ✓ Uses "stacked" farming with tight space constraints
- ✓ Staying competitive by offering diverse "craft" varieties

- ✓ Wants to reduce energy consumption for sustainability and longevity
- ✓ Also using TrellaGro LST for "mother" plant maintenance

and for...

- ✓ Owner of vegetable farm catering to local grocers and food pantries
- ✓ Plans to grow indoors for year-round production
- ✓ Wants to diversify products to include hemp for CBD infused products
- ✓ Will use TrellaGro LST units stacked on shelves



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## THE DIFFERENCE

### Existing Solutions

#### Option 1:

Grow shorter plant varieties

OR

#### Option 2:

Perform manual "plant-training" techniques which:

- ⌘ require skill and time
- ⌘ improper handling impacts quality, yield and revenue



“

The height of a plant must be closely controlled, which requires grow technicians to get up on step stools or scaffolding to reach into the plant canopy. These high-tier tasks may not be OSHA-

into the plant canopy. These high-tier tasks may not be OSHA compliant.  
- Leafly.com

## The Benefits



## We Strive for Sustainability

- ✓ Save **up to 25%** on energy costs by reducing light usage during vegetation

- ✓ Auto Sync LED™ feature - syncs your lights to come on only when your plant truly needs it



### AutoSync LED™



- ✓ Grow what you want, where you want...and **save energy!**

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## OUR GROWTH

### Past Timeline

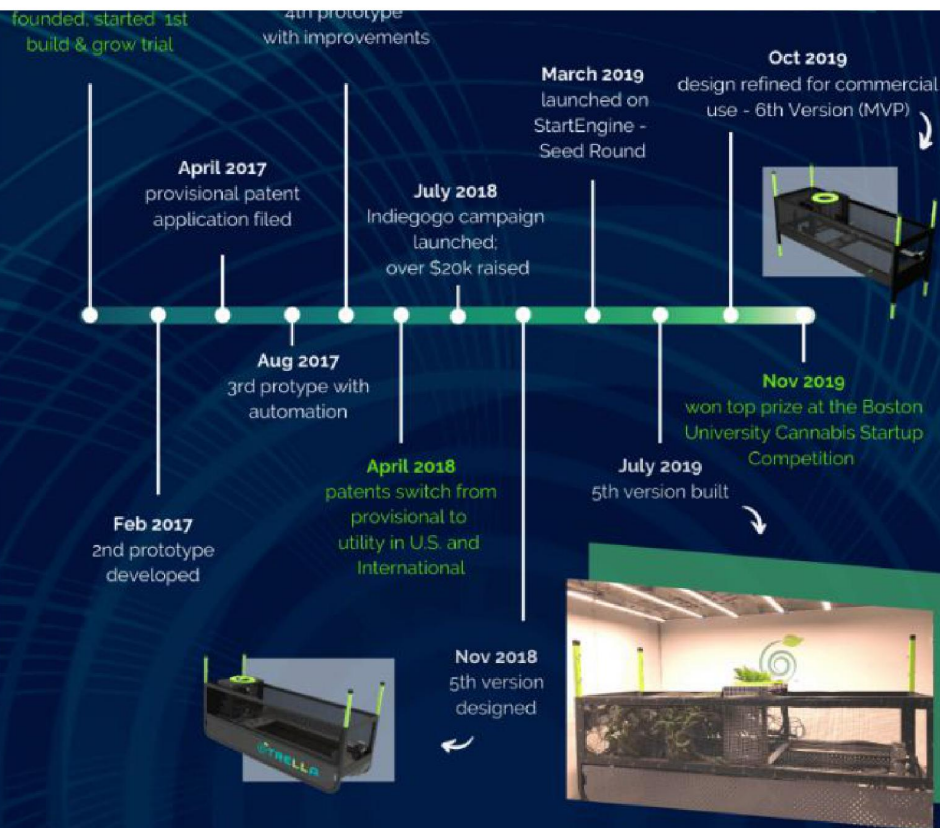


Nov 2016

Feb 2018







We've completed our fifth design revision and grow trial and completed the design of Version 6. Currently, we're in the early production phase and working closely with our contract manufacturer for our next build.

The units we're manufacturing will be delivered to our Elite R&D partners. The data used from our Elite R&D partners will be useful for the continued development of our web-based application and AutoSync LED feature.

## Our Growth Strategy

### The Elite R&D Partnership Program

We're partnering with commercial & educational institutions as our early-adopters



#### Our Partners Include:

- 🌿 Recreational and Medical Cultivators
- 🌿 Located in US Northeast to West Coast
- 🌿 Commercial & Educational Institutions

#### 1. Lead Generation

Tradeshows, social media, public outreach, events

#### 2. Qualification

Indoor growers & researchers in US & Canada

#### 3. Prioritization

Licensed cannabis/hemp for Elite R&D partnerships



## WHAT PEOPLE ARE SAYING

### Quotes & Testimonials

What specific aspects appeal to you the most? Why?

“For anybody who has ever trained a cannabis plant [TrellaGro LST] is pretty kick-a\*\*!”

- Judge Lewis at the BU/GLP Cannabis Startup Competition

“Automated features, reduced human error, and control”

“Saves space, higher yield, and better management of plants”

“The automation of the system, the compact design, and lower labor cost”

“The Trella system has taken what we are doing in our back rooms and provided the technology to take it up several levels, increasing yield and decreasing manpower.”

- An Experienced Cannabis Grower

“The design, the sleekness, are all wonderful. I really love the brand and how you raised money through crowdfunding. And I love your mission to help people grow that have space they didn't think was possible to grow in prior.”

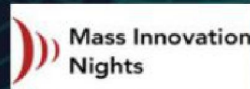
- Market Survey Participant

### Awards & Recognition

“Out of 900+ applicants, Trella Tech headed to SXSW Pitch 2020!”



2019 Two-time Award Winner



Leafly.

Press: Leafly.com



Top Prize: Boston University & Green Lion Partners Cannabis Startup Pitch Competition

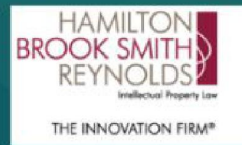
## THE BUSINESS

### Our Intellectual Property



Since inception, we've worked diligently to develop the design with a focus on true innovation. To protect our intellectual property, we partnered with **Hamilton Brook Smith Reynolds**, one of the nation's top Intellectual Property law firms. With their support, we completed a thorough prior-art search before filing our patent application, and we are now patent-pending in the US and internationally.

**US Utility (Non-Provisional) Patent and Foreign PCT application**  
filed in April of 2018.



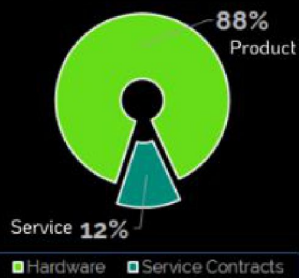
**Provisional patents** were filed in April of 2017.

**Hamilton Brook Smith Reynolds is Recognized as a U.S. News - Best Lawyers® "Best Law Firm" for Patent Law and Trademark Law for 2020**

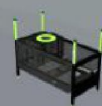
## Our Business Model

- **TrellaGro LST Pricing:** varies \$5K - \$7k
- **Annual Service Contracts** (B2B)
- **App Subscription** included

### Projected 2020 Revenue Structure

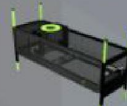


### TrellaGro LST™: Compare Our Models



Model 4

- Compact design (2' x 4')
- Best for stacked farming
- Quick canopy development



Model 6

- Larger design (2' x 6')
- Best for "Mother" plant maintenance
- Save energy with AutoSync LED™ feature

Model X

Interested in a custom-made model? Our team is ready to design a TrellaGro LST™ built to your needs.

## Next Steps

### Strategic Partnerships

Mfg & deliver units to our Elite R&D partners

### Marketing

Implement sales & marketing strategy with focus on B2B

### Community Engagement

Continue to spread the word about our vision & technology

### Upcoming Goals

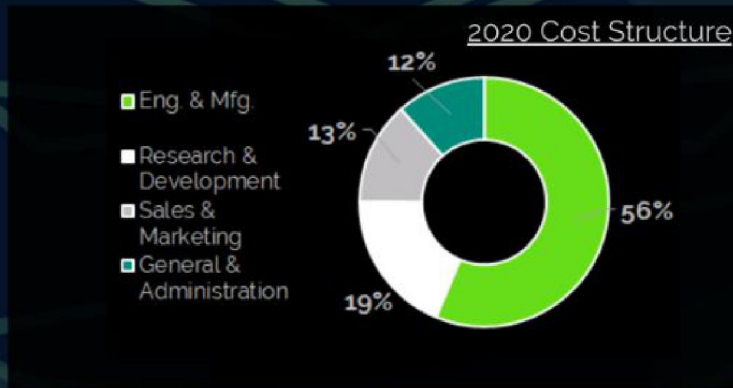
- **Sales**
  - Implement commercially focused CRM strategy
  - 300 units ordered in 2020
  - For delivery in 2021
- **Marketing**
  - Lead generation
  - Social media, SEO
  - Speaking and participating at educational events
- **Strategic Partnerships**
  - Continue Elite R&D partnership development.
  - Goal: Mfg & deliver units to Elite R&D

mission at strategic  
events

partners starting Sept. 2020

- Develop "synergy" partnerships with container farming, LED and racking system companies

## The Budget



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## OUR TEAM

### Meet the Team

Aja Atwood, CEO/Founder



- 6 yrs+ Corporate Leadership
- 15 yrs+ Global Engineering Consultant
- 5 yrs+ AgTech Entrepreneur
- Cannabis Advocate and Cultivator

Andres "Dre" Chamorro III, VP of Engineering/Founder



- Product Design & Manufacturing Expert
- Medical Devices & Robotics
- 30+ Patents Issued and Pending



**Beth Waterfall**  
Advisor, Public Relations



**Angela Pitter**  
Advisor, Digital Marketing Strategist



**Green Lion Partners**  
Advisors, Cannabis Industry



**Nina Hrebenko**  
Operations Manager



**Jeff Benning**  
Mechanical Engineer



**Matthew Waddel**  
Mechanical Engineer



**Andrew Keener**  
Software Engineer



**Jennifer Linnane**  
Industrial Design & UX Consultant

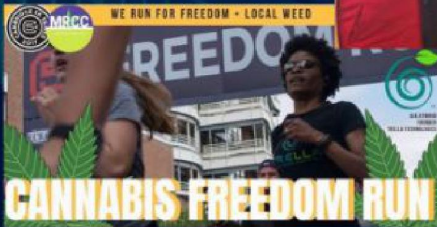


## Our Values

“Cannabis is a communal plant.”



We're engaged in our consumer communities and actively advocate on their behalf. Since 2017, we've pledged to donate several units to patient caregivers and nonprofit organizations to help them grow.



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## WHY INVEST

### The Future of Indoor Farming

We believe that indoor farming will be essential in the future. Our vision for Trella Technologies includes feeding hungry people globally, and even growing plants on missions to Mars.

The funds raised from this campaign will go toward sales and marketing, software application development, product testing and certifications, as well as leasing space for our R&D lab for further product development.

We'll manufacture and assemble production units and hire more staff to do so. Plus, we'll inject money into our social media campaigns and participation at tech, farming, cannabis and other trade show events.



**Join Us.** Our business is growing, and we're ready to take our



and we're ready to take our company to the next level.

We've built relationships with the farming community over the past few years, and we're plugged into the industry. We are looking for funding as we're ready to scale with the help of our strategic "Elite R&D" partnerships in the US & Canada.

© 2020, Trella Technologies, LLC

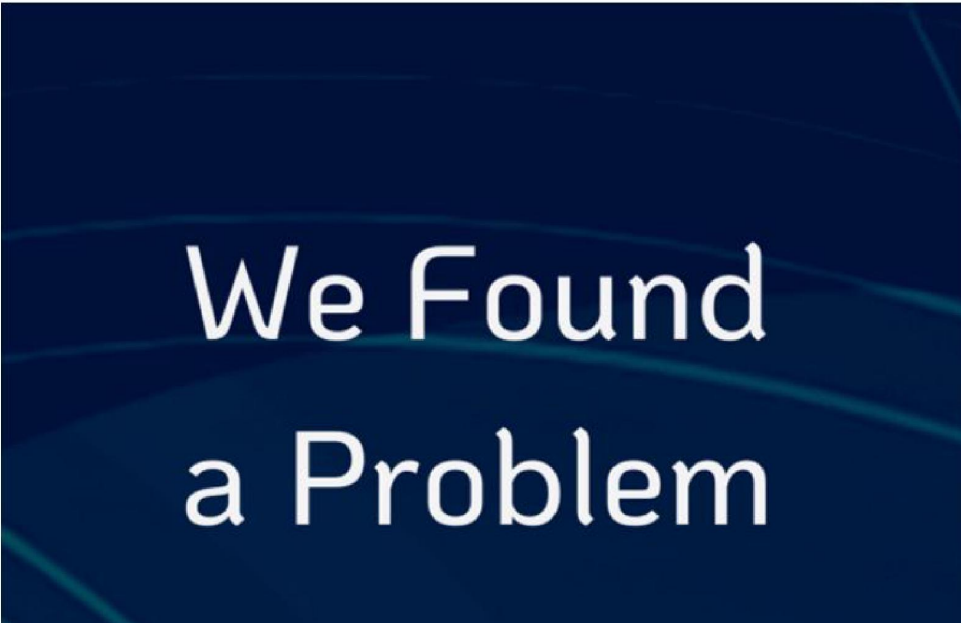


TrellaGro LST™

The Future of Indoor Farming

## Sources

[1] [Corona Virus shows marijuana is essential and mainstream](#)



We Found  
a Problem



“

Indoor farming looks like it could be the answer to feeding a hot and hungry planet. **It's not that easy.**

”

- Washington Post



With indoor farming setups:

⌘ Stacked or container farming solutions have **limited height**, causing **access issues** for plant growth & care

growth & care

☯ Designed and suited for short plants like herbs, lettuce and short varieties of cannabis, which **limits product offering**

☯ Indoor cannabis cultivation is **high on energy-consumption** which leads to a high carbon footprint.

“


...such growth has increased the size and complexity of the supply chain and the energy usage rate, and **dramatically expanded the industry's carbon footprint.**

”

- EUCL.com





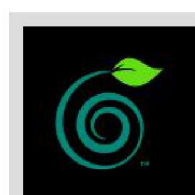


**REDUCE  
ENERGY  
CONSUMPTION**



**\$12.8B**  
Proj. Vertical Farming  
Market - 2026

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### Version 1

Concepted and designed first build. Completed first grow trial to prove the horizontal growth concept.



### Version 4

Refined design based on feedback. Included ventilation, more grow volume and automation with feedback logic.

### INDIEGOGO

#### Donation-based Crowdfunding

Raised over \$20K of donation-based funding from friends and family members. We remain grateful for their support!



### Version 3

Major pivot on design to include basic robotics and automation. Third grow trial completed.



### Version 6 - Design


Completed design modifications to improve usability for commercial cultivators. The updated design allows for easier plant access and visibility. This includes our design-for-manufacturing stage.



### Elite R&D Partnerships

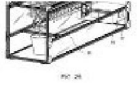
We're partnering with our "early-adopters" for further R&D. To obtain baseline data for optimization, we'll build and deliver units for additional grow trial testing based on their environment.






### Product Showcase

Gathered a small group of indoor farmers to get feedback for further development.



### Utility Patents Filed

Converted from a provisional to utility patent application - US & International (Foreign PCT). Provisionals were filed in April 2017 with the help of HBSR.

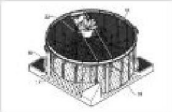


### Version 5 - Design

With the funds raised, we continued our product development. We created a layout for web-based application and associated database to track

### Version 5 - Build

We completed the build for the V5 prototype and started our fifth grow trial. We also received feedback from our target customers regarding usability for commercial scale, which led to our MVP (V6).




### Version 2

Built the second version using manual techniques. Completed second grow trial with great results for yield increase. Completed prior-art search and filed for provisional patents in April 2017.

### Sales Growth

With additional capital, we can ramp-up our sales and marketing strategies. We have a goal to receive a minimum of 300 orders in the year 2020 (for delivery no later than 2021).

Press



SHOW MORE

## Meet Our Team



**Aja N. Atwood**

CEO & Co-founder

*Aja is an entrepreneur, team leader, and*



**Andres Chamorro III**

VP of Engineering & Co-Founder

*"Dre" has more than 15 years of experience*

Aya is an entrepreneur, team-leader, and cannabis advocate with over 15 years of experience in the engineering industry. She is a mechanical engineer and graduated cum laude from Northeastern University. She cut her teeth professionally as an engineering consultant and specialist, working in natural catastrophe risk engineering, and by 2011 started her first entrepreneurial businesses. Ms. Atwood is also a founding member of ELEVATE NE, an organization created to support the New England cannabis industry's need for education, advocacy and networking in a professional and inviting atmosphere. She's also a proud supporter of EforAll (Entrepreneurship for All), the Massachusetts Recreational Consumer Council (MRCC) and the Cannabis Community Care and Research Network (C3RN).



### Beth Waterfall

Advisor, Public Relations  
Beth applies her sophisticated marketing expertise, leadership and extensive cannabis industry network to help Trella Technologies execute timely, relevant and informative marketing activities including content marketing, public relations and event management.



### Angela Pitter

Advisor, Digital Marketing  
Angela Pitter is CEO of LiveWire Collaborative. She is a digital marketing strategist known for building comprehensive solutions that expand and strengthen customer engagements. Incorporating her project management expertise, she provides clients a "roadmap" to address the areas that are weak, improve those that are good, create new opportunities and to chart a course to expand your digital footprint and brand. As a professional speaker, she was recently featured on Chronicle's, WCVB TV social media segment. Additionally, Angela brings over 20 years of experience in high-tech leading global teams and products to the market. She holds an M.S. in Administration and B.S. in Computer Engineering.



Dre has more than 15 years of experience engineering a variety of devices, primarily for the medical industry. He currently has 39 patents pending, including 24 issued patents. A seasoned manager, he led in-house engineering teams, design firms, and consultants through the process of problem identification, solution design, proof of concept, product manufacturing, and introduction to market. Dre was part of the founding team at Cambridge Endoscopic Devices, Inc. where he developed 29 products the company successfully brought to market. He attended Northeastern University's Mechanical Engineering Technology program.



### Green Lion Partners

Advisors, Cannabis Industry  
Green Lion Partners elevates the cannabis industry and its public perception. We do so as entrepreneurs via two of our own companies, LeafList, Dip Devices and Natural Order Supply, and a portfolio of investments and advisements.



### Nina Hrebenko

Operations Manager  
Nina is an operations professional serving small business owners in the cannabis, technology and herbalism sectors. With six years of experience in higher and continuing education management, Nina's focus is on strategy development, project management, community engagement management, and customer relations management. She supports Trella with organizational and project management, process improvement, strategic goal tracking, and partnership management. She has a BA and MA in Linguistics from Boston University.





**Jeff Benning****Lead Engineer**

*Jeff Benning is the Lead Engineer and founder of Designhawk Innovations. He plays a crucial role on the engineering design team for the TrellaGro LST product. Jeff began his career working in automotive shops and machine shops before pursuing a mechanical engineering degree from the University of Illinois at Chicago. After graduating, he began designing robotics and automated machinery for factories in Chicago. He then started Designhawk Innovations where he helps tech companies design and build their products. He is passionate about working on smart technology and promoting the use of automation.*

**Jennifer Linnane****Industrial Design & UX Consultant**

*Jen is self-employed senior design professional with a wealth of industrial design, user experience and GUI development experience in medical, consumer and industrial markets. She incorporates a user-centered design approach to develop thoughtful, compelling and relevant design solutions for her clients. Jen partners with clients and groups to develop appropriate solutions to define the right problem to solve, create a compelling design and user experience, and ensure translation and delivery of that intent to the user. To realize a solution that delights a user, makes your client smile, and makes a difference is what it's all about.*

**Matt Waddell****Project Design Engineer**

*Matt is a mechanical engineer with 11 years of experience building a diverse background including: large semiconductor FAB construction project management, world class rally car design engineering, superconductor manufacturing tool design, engineering consulting, and extensive experience as the primary client facing engineering representative serving many fortune 500 clients*

**Andrew Keener****Software Engineer**

*Andrew Keener is a Software Engineer specializing in Product Design and Development of IoT devices. He has worked in the field for the last 7 years and helped multiple startups along the way. His company: Keen Software Solutions develops custom hardware and software to meet clients needs.*

**Offering Summary****Company :** Trella Technologies LLC**Corporate Address :** 173 Clay Pond Rd., Bourne, MA 02532**Offering Minimum :** \$10,000.00**Offering Maximum :** \$107,000.00**Minimum Investment Amount (per investor) :** \$200.00**Terms****Offering Type :** Convertible Promissory Notes**Type of Equity Converted Into :** Class B Units**Conversion Trigger :** \$4,070,000.00

**Maturity Date** : March 01, 2021

**Valuation Cap** : \$30,000,000.00

**Discount Rate** : 20.0%

**Annual Interest Rate** : 10.0%

### **What is a Convertible Note?**

A convertible note offers you the right to receive Class B Units in Trella Technologies LLC. The amount of Class B Units you will receive in the future will be determined at the next equity round in which the Company raises at least \$4,070,000.00 in a qualified equity financing. The highest conversion price per security is set based on a \$30,000,000.00 Valuation Cap or if less, then you will receive a 20.0% discount on the price the new investors are paying. You also receive 10.0% interest per year added to your investment. When the maturity date is reached, if the note has not converted then you are entitled to receive Class B Units equal to your investment and interest back at a price per security determined by dividing the Valuation Cap by the aggregate number of outstanding equity securities of the Company as of immediately prior (on a fully diluted basis).

*\*Annual Interest Rate subject to adjustment of 10% bonus for StartEngine shareholders. See 10% Bonus below*

*We are seeking to raise a minimum of \$10,000 (initial target amount) for fundraising marketing to continue the raise to \$107,000. If we reach our offering maximum, we are contemplating increasing the offering maximum to \$1,070,000 through Regulation Crowdfunding.*

#### **PERKS\***

##### **\$1,000+ Investment**

Receive a Trella Technologies sweatshirt or vest, your pick!

##### **PERKS (IF WE RAISE OVER \$250,000)\***

##### **\$5,000+ Investment**

You will be invited to visit our research lab in Massachusetts and to meet Team Trella.

(Transportation and accommodation not included).

##### **\$25,000+ Investment**

You will receive a personal invite to a dinner with the founders of Trella Technologies as well as a tour of the research lab in Massachusetts.

Location and time need to be mutually agreed on (Transportation and accommodation not included).

*\*All perks occur after the offering is completed.*

#### **StartEngine shareholders bonus**

Trella Technologies LLC will offer 10% additional bonus interest for all investments that are committed, within 24 hours of this offering going live, by StartEngine Crowdfunding Inc. shareholders who invested over \$1,000 in the StartEngine Reg A offering which closed earlier this

year.

StartEngine shareholders who have invested \$1,000+ in the StartEngine Reg A+ campaign will receive a 10% increase in the annual interest rate on Convertible Promissory Notes in this Offering if they invest within a 24-hour window of their campaign launch date. For example, if invest in the first 24 hours, your annual interest rate will be 11% instead of 10%.

This 10% Bonus is only valid for one year from the time StartEngine Crowdfunding Inc. investors receive their countersigned StartEngine Crowdfunding Inc. subscription agreement.

### Irregular Use of Proceeds

The Company might incur Irregular Use of Proceeds that may include but are not limited to the following over \$10,000: Vendor payments; Salary payments made to one's self, a friend or relative

[Offering Details](#)

[Form C Filings](#)

[SHOW MORE](#)

### Risks

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature. These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

### Updates

#### Notice of Funds Disbursement

about 1 month ago

[The following is an automated notice from the StartEngine team].

Hello!

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This campaign will continue to accept investments until its indicated closing date.

Thanks for funding the future.

-StartEngine

#### Notice of Material Change in Offering

2 months ago



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*Extended length of campaign.*

When live offerings undergo changes like these on StartEngine, the SEC requires that certain investments be reconfirmed. If your investment requires reconfirmation, you will be contacted by StartEngine via email with further instructions.

## Team Trella Nominated for Two NECANN Community Awards

2 months ago

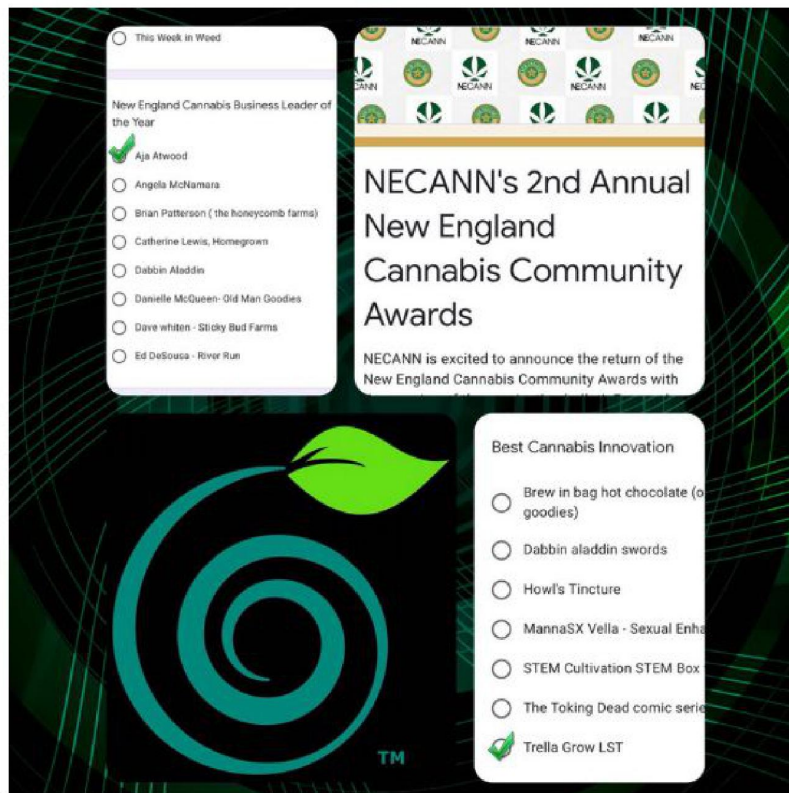
### Team Trella Nominated for Two NECANN Community Awards

**We're proud to share that Team Trella has been nominated for two awards, and we need your help to win!**

After pitching at SXSW in Austin, we're heading over to the [NECANN Community Awards](#) in Boston, MA. This 2nd annual awards ceremony is happening on March 20th at the 6th annual New England Cannabis Convention. Please support us in the following categories:

- Best Cannabis Innovation (TrellaGro LST)
- New England Cannabis Business Leader of the Year (Aja Atwood, CEO of Trella Technologies)

Click [here](#) or on the image below to [Vote](#), and we appreciate your support!



## Notice of Funds Disbursement

2 months ago

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Thanks for funding the future.

-StartEngine

## Out of 900+ applicants Trella Tech headed to SXSW Pitch 2020!

3 months ago

### Trella Technologies Announced As An Alternate In 2020 SXSW Pitch

**Trella Technologies to showcase TrellaGro LST in the Innovative World Technologies category!**

**BOURNE, MA — January 22, 2020** — Trella Technologies, a minority- and women-owned company focused on energy-efficient and globally-scalable solutions to problems unique to the indoor farming industry, was selected as a finalist in the Innovative World Technologies category for the 12th annual [SXSW Pitch®](#) (formerly SXSW Accelerator).

SXSW Pitch is the marquee event of South by Southwest® (SXSW®) Conference & Festivals (March 13 - 22, 2020) Startups [Track](#), where leading startups from around the world showcase some of the most impressive technology innovations to a panel of hand-picked judges and a live audience. Out of the 937 companies that applied to present at SXSW Pitch 2020, Trella Technologies was selected among the 50 finalists spanning 10 separate categories.

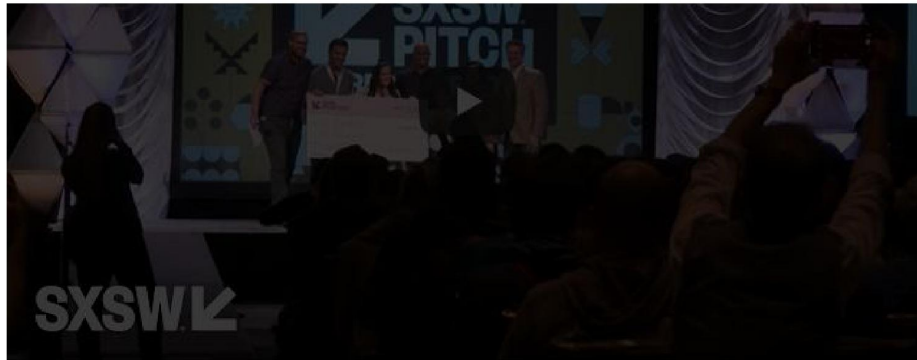
The two-day event will be held the first weekend of SXSW Conference & Festivals, Saturday, March 14 and Sunday, March 15, on the fourth floor of the Downtown Hilton Austin, Salon D/E. The event will then culminate with the 2020 SXSW Pitch Awards Ceremony on Sunday evening, March 15, where winning startups from each category and a Best in Show winner will be announced and honored.

SXSW Pitch will feature finalists across the following 10 categories: Artificial Intelligence, Robotics & Voice, Augmented & Virtual Reality, Blockchain, Consumer Technology & CPG, Enterprise & Smart Data, Entertainment & Content, Health, Wearables & Wellbeing, Innovative World Technologies, Smart Cities, Transportation & Logistics, and Social & Culture.

**Trella Technologies will have a chance to compete during a one-minute pitch among two other companies in the Innovative World Technologies category on March 14th**

*"We're so thrilled to be chosen and grateful for the opportunity, especially to be included in the Innovative World Technologies category! This is the perfect category for our technology as it's the first of its kind. It also resonates with our company's mission to provide sustainable solutions for the indoor farmers on a global scale."* – Aja Atwood, CEO of Trella Technologies





For more information about SXSW Pitch and to view the complete list of finalists, visit: [sxsw.com/pitch](https://sxsw.com/pitch).

## Trella's Elite 5 R&D Partnership Program Launch

3 months ago

### Trella's Elite 5 R&D Partnership Program Launch

Our goal is to transform the cultivation experience so growers can make educated, data-backed decisions throughout the operational cycle. That's why we've developed Trella's Elite 5 Research & Development Partnership Project. With our two inaugural initiatives, the Operational Sustainability Research Initiative and the Mother Plant Health Initiative, we seek to partner with cultivators to gather the data necessary not only to improve our product offering but to contribute to the much-needed research being done throughout the cannabis industry.

We're currently working with several candidates (indoor commercial cannabis cultivators) throughout the US! Please take a look at our brochure below and feel free to spread the word!



## Partner with Trella Technologies

**WANTED:** Indoor commercial cultivation geeks looking to increase yield and reduce operating costs as "Elite 5" R&D team

Trella Technologies is now accepting applications from **indoor commercial cannabis cultivators** to join us on the ground floor as researchers and developers for our game-changing, patent-pending technology, the TrellaGro LST™.

Apply today to be selected as one of Trella's five elite indoor cultivators to influence the future of sustainable indoor farming, by completing one full grow trial using the TrellaGro LST and reporting on your experience and findings along the way.

### What You Get

In addition to the bigger yields and costs savings you'll experience using the TrellaGro LST, our Trella Elite 5 partners receive the following exclusive benefits:

-  **Data to Use in Future Grows, Regardless of Setup**  
Learn the best temperatures, humidity and CO2 for your favorite cultivar using the TrellaGro app, and then test those best practices in other cultivation environments.
-  **15% Discount on Hardware**  
Push the limits on your first trial grow with additional hardware at a discounted price.
-  **Reduced Price per Unit**  
We'll provide prospective partners with a custom-built price quote. You pay only for the costs of materials and assembly to set you up for success.
-  **Access to Emerging Technologies**  
Elite 5 participants will join us on the cutting edge of research and innovation in indoor cannabis cultivation.
-  **Visibility and Bragging Rights**  
As one of Trella's "Elite 5" researchers, the eyes and ears of the cannabis cultivation and innovation communities will be on you, with the visibility you'll gain for your company through regular posts and updates on Trella's social media channels.
-  **No Risk**  
The only risk in not participating is missing out on the fun! But, if you decide Trella is not right for you, we will accept returns and provide a full refund of your purchase price.

## Let's Do This - Apply Today!

If you're an experienced commercial cultivator who

 **Important Dates**



shares Trella's values of environmental and social sustainability, you just may be the kind of partner we want to work with.

Take a look at the program's important dates, and then click the button below to learn more and apply to join Trella Technologies Elite 5 research and development team!

<b>March 1, 2020</b>	Application & refundable deposit of \$500 due
<b>Early April 2020</b>	Tour of facilities by Trella staff, payment due in full (reduced price)
<b>Early July 2020</b>	Delivery of units, start of R&D period
<b>Sept/Oct 2020</b>	End of first vegetation stage (approx.)
<b>December 2020</b>	End of first grow cycle (approx.)

**Confidentiality:** Please note in order to participate in the R&D program, a company representative must sign Trella Technologies' confidentiality and additional terms and agreement prior to delivery.  
\*Proof of commercial cannabis cultivation licensing and most recent mold/bot & mycotoxin test reports required prior to delivery

\*Patent Pending US & Internationally

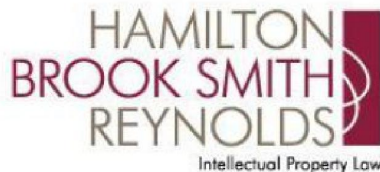
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## Innovation, Protected

3 months ago

True innovation requires protection. That's why we are proud to be working with **Hamilton Brook Smith Reynolds**, one of the top Intellectual Property law firms both nationally and regionally.

They have been recognized by U.S. News Best Lawyers® as "Best Law Firm" for Patent Law and Trademark Law for seven years in a row! Check out the latest announcement [here](#).



We value our intellectual property, and with their support, we completed a thorough prior-art search before filing our patent application and with their help we are **patent-pending in the US and internationally**. For more information on Hamilton Brook Smith Reynolds and recent news, please click [here](#).

## What fueled our progress in 2019? The words of GW Carver (2019 Year End Review)

3 months ago

### What fueled our progress in 2019? The words of GW Carver

#### 2019 Year End Review

A very wise man and inspiration behind the work we do, George Washington Carver, said:

***"Start where you are, with what you have.  
Make something of it and never be satisfied."***

These are words Trella Technologies has continued to live by throughout 2019 as our little invention, borne from the frustration of growing cannabis inside a small room in our cofounder's basement just a couple years ago, evolved into its sixth prototype and won top prize at a prestigious university startup competition.

Now, with 2020 around the corner, we're proud, thrilled and grateful to share some highlights from 2019, and to pledge to continue to live by Mr. Carver's words to bring our revolutionary technology to commercial and individual growers who want to maximize their yield through automation and sustainable technology.





#### Take a look at a few highlights from 2019:

- Completed TrellaGro LST Version 5 build and [fifth grow trial](#)
- Raised more than \$75,000 via [StartEngine](#).
- Presented at [NECANN's](#) Boston and Springfield 2019 trade shows, where we received terrific feedback that helped shape our modifications for the TrellaGro LST Version 6.
- Trella CEO and cofounder Aja N. Atwood was honored to participate in the [Cannabis Debate at Tufts University](#) with Commissioner Title and Boston DA Rachael Rollins
- Moderated the Community Relations: Changing the Conversation and Local Business Landscape panel at the sold-out [Worcester Business Journal Business of Cannabis Forum](#).
- Enjoyed hitting the TV waves to talk about the future of Trella with Jay Sugarman on [Innovation Showcase](#).
- Won First Place after presenting for our first time at [Mass Innovation Nights 122](#), which recognized innovations from African and African American founders.
- Won the Second Place prize at [Mass Innovation Nights 124](#).
- Aja also moderated the [Conscious Community panel at the first Boston Cannabis Week](#). This was a great multi-day event for Trella to network and share the latest with our local cannabis community.
- Took home top prize -- \$10,000 -- at [Boston University and Green Lion Partners' Startup Competition](#).
- Launched [The Cannabis & Climate Connection Podcast](#).
- Wrapped up our 2019 travels by bringing Trella west to MjBizCon in Las Vegas for R&D and business development. [Check out Aja's video recap here](#).

Thank you for being a part of this journey to revolutionize indoor farming through sustainable technology solutions. Whether as a fan, friend, investor or the countless specialists who've offered their feedback and guidance to get us to our 6th design we are grateful for you and wish you enduring health and happiness in 2020. As a result of 2019, we're now developing Research and Development Partnerships with commercial cultivators throughout the US!

#### Look out for some unexpected updates and thought-provoking events with Trella in 2020!

Gratefully,

*Aja + Dre*

Aja N. Atwood + Andres "Dre" Chamorro III

### Notice of Funds Disbursement

3 months ago

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## Notice of Material Change in Offering

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## Comments (54 total)

Add a public comment...

0/2500



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**Terrance Montgomery** [SE OWNER](#) [10 INVESTMENTS](#) 3 days ago

What is the plan if this raise does not reach the maximum of \$1.07M? Will there be an extension or additional raise? How will you all proceed with the funds received opposed to the funds requested? Are there other crowdfunding companies that you all have explored or will explore?

**Brent Huffman** [11 INVESTMENTS](#) [INVESTED](#) 13 days ago

Hello, will we keep getting 10% throughout the life of the business or just until the note converts?

**Terrance Montgomery** [SE OWNER](#) [10 INVESTMENTS](#) 14 days ago

Hello Aja, I truly appreciate the rapid response, and addressing the questions/concerns. I look forward to the update. Thank you in advance!



**Terrance Montgomery** SE OWNER 10 INVESTMENTS 15 days ago

I'm interested yet not sold on investing. I read everything and the comments from the various contributors...but it feels like something is missing/not mentioned...maybe we can have a conversation offline. Thanks in advance!

**Aja Atwood** - Trella Technologies 15 days ago

Hello Terrance, we truly appreciate your interest in our offering. Your comment is well-timed as we're working to update our profile page in the next few days. This will include our progress since we launched back in 2019, including our future plans for growth and our go-to-market strategy. We'd love to get your feedback on the new profile page once completed..especially to see if it fills any gaps for you.

Please be sure to follow our page so that you get a reminder once we announce our update. Thanks again for your time and interest! Aja

---

**Karl Jackson** 1 INVESTMENT a month ago

Hi, Does this system work with hydroponic systems? Not sure if I overlooked any mention of it. Thanks

**Aja Atwood** - Trella Technologies a month ago

Hi Karl, Thanks for checking out our offering! Yes, we designed TrellaGro LST to be as versatile as possible. It can be used with soil, hydroponic, aeroponic and even aquaponics depending on the set-up. If you're interested in additional product information, please feel free to visit our website at [www.trella.io](http://www.trella.io) and click the banner at the top to receive our product brochure straight to your inbox! Thanks, and please let us know if you have any other questions!

---

**Iyle notice** SE OWNER 54 INVESTMENTS a month ago

Are you taking investments oversubscription ? Over the 107k ?

**Aja Atwood** - Trella Technologies a month ago

Hi Iyle, We're glad to know that you're interested in an increase to our offering. We are definitely keeping this in mind and we will have an update on our decision shortly! Thanks again!

---

**Brent Huffman** 11 INVESTMENTS INVESTED a month ago

How many total shares make up the Company?

**Aja Atwood** - Trella Technologies a month ago

Hello Brent,

First, thanks for your support! Our offering is a convertible note vs. equity capital. We have not completed an equity-round. The company is currently owned and supported by the Founders with no outside investment except our convertible noteholders. We won't have "shares" until the conversion event on the convertible note. For more on the conversion events, please see our offering terms above. And please, let me know if you have any questions.

---

**Joe Parker** SE OWNER 12 INVESTMENTS INVESTED 2 months ago

Based on the terms of the note, is it true that the discount on the conversion price only applies during a qualified financing event, and not after the note matures? If so, does that mean if a qualified financing event doesn't happen by the deadline, and the note matures and auto-converts, we are effectively getting shares at a conversion price equal to what we would have gotten with a qualified financing event using a valuation of \$37.5 million?

**Aja Atwood** - Trella Technologies 2 months ago

Hello Joe,

First, thank you for your interest and support in Trella Tech. It's greatly appreciated.

To answer your questions, Yes the discount only applies after a qualified financing event. If

that doesn't occur and the note matures or auto-converts you would receive the same 20% discount. A purchaser, without the discount at that point, would pay 20% more at a \$37.5M valuation. Please let us know if you have any other questions.

Thank you and have a great rest of your day,  
Aja

---

**John Mensah** SE OWNER 8 INVESTMENTS 3 months ago  
So I'd you invest do you get stock?

**Aja Atwood** - **Trella Technologies** 3 months ago

Hello John, thanks for checking out our page. We're offering convertible notes which transfer into shares (Class B units). Please see below and our terms section for more information:

A convertible note offers you the right to receive Class B Units in Trella Technologies LLC. The amount of Class B Units you will receive in the future will be determined at the next equity round in which the Company raises at least \$4,070,000.00 in a qualified equity financing. The highest conversion price per security is set based on a \$30,000,000.00 Valuation Cap or if less, then you will receive a 20.0% discount on the price the new investors are paying. You also receive 10.0% interest per year added to your investment. When the maturity date is reached, if the note has not converted then you are entitled to receive Class B Units equal to your investment and interest back at a price per security determined by dividing the Valuation Cap by the aggregate number of outstanding equity securities of the Company as of immediately prior (on a fully diluted basis).

---

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## EXHIBIT D TO FORM C

### VIDEO TRANSCRIPT

#### Video One:

Hi, I'm Aja and this is Dre, and we're Trella Technologies.

Together we recognized a serious problem affecting our food supply and created a solution to diversify the types of plants that can be grown indoors with sustainable, automated plant-training robotics.

Trella is a first-to-market brand, with a patent-pending, never-before-seen innovation, that intends to be a leader in the indoor farming technology sector. Our product, the TrellaGro LST™, gently and automatically trains plants to grow horizontally, allowing growers and farmers to grow tall plants in small spaces.

The concept for the TrellaGro LST came from my own struggle as a medical marijuana patient to grow cannabis in my small basement. Standard manual solutions for maximizing plant growth made growing labor-intensive, so as an engineer, my mind naturally wanted to create a sustainable solution to grow not just my medicine, but food on a grander scale.

We brainstormed pretty obsessively, then prototyped, built, prototyped and built again, Trella's unique plant-training system. And along the way we sought and applied input from experienced farmers and growers to bring us to where we are today with the TrellaGro LST™.

Our system helps indoor cultivators grow taller, fruit-bearing crops such as plants like tomatoes, hemp, cannabis sativa, and hops, in spaces with low ceilings or vertical and stacked arrangements like those found in urban farms, freight containers, basements, grow tents and closets. And now you can get in on the ground floor as an investor with Trella Technologies. Our unique technology already has its foot in the door of the farming and cannabis industries in Massachusetts, which is a prime location because of its rich culture of innovation, its seasonal climate, and because of its regulated, legal cannabis industry. In our laboratory testing, Trella has been shown to increase one cannabis plant's yield by more than 25% over traditional plant training methods like SCROGGING, topping and Sea of Green. This is a huge advantage for the home grower with regulated plant count limits, but even more so for commercial cannabis growers who need to use space efficiently to grow taller strains or "mother" plants that provide cuttings for propagation. Trella's automated system also helps commercial growers reduce their labor costs. We started sowing the seeds for Trella's success by joining key professional groups and trade associations, participating at tradeshow, building a network of experienced growers to test our product, and getting the word out about Trella at different networking and industry events. In December 2018 we introduced the Trella Virtual Reality Experience at a tradeshow so both home growers and commercial cultivators could get a real feel for the TrellaGro LST™ system's features and benefits.

So here's how it works: The first step is to simply place a seedling in the unit. Connect and sync to the TrellaGro LST™ app, then select the plant's growth parameters, and let Trella take control of the plant. Once the plant matures to the flowering stage, let it stretch towards the

overhead lights by removing the top mesh panel. If you have heavy flowers or fruits such as tomatoes, you can use Trella's "flower support" columns and attach the flower support grid, as needed. Then, harvest time is easy. Simply remove the side mesh panels, cut the plant at the main stem to harvest whole or in pieces as preferred.

And throughout the grow process, the TrellaGro LST app tracks your growth rate and environmental conditions so you have actual data that you can use to make adjustments or compare your results with future grows or other manual training methods. It really is that simple for the user, but we need your support to help get more Trella units developed and into home and commercial grows across the globe.

We hope you will be energized and motivated to help bring our automated plant training technology to urban and container farms, in addition to cannabis cultivators.

It's a unique time to get involved in a forward-thinking business that is developing technologies to support the vertical indoor farming industry, which is expected to reach \$4.1B by next year. And, global spending on cannabis is expected to reach \$57B by 2027.

We may even be on Mars by then! Trella is about so much more than food and cannabis: The technology we are developing has the capacity to be used in future endeavors, such as farming on NASA shuttles and other planets.

This is only the beginning. Our team is growing and we have talented marketing and other professionals on deck to help make Trella an effective leader in the indoor farming technology sector. Please scroll down to learn more about our patent-pending, never-before-seen innovation, and please join us as an early investor!

### **Video Two:**

Train tall plants to grow in small spaces.

Part 1: Vegetation

One tall plant...growing sideways...6 ft. long...

Train tall plants to grow in small spaces.

Part 2: Flowering

but...only 3 ft. high!

Grow tall plants in small spaces.

Trella

### **Video Three:**

Autosync LED Save on Energy Costs up to 25%!

accelerate growth, enable the world Trella

Autosync LED An Energy Efficient Feature TrellaGro LST (Next Gen)

AutoSync LED Syncs light control with plant growth

AutoSync LED Reduces light usage during veg stage

Autosync LED Save on Energy Costs up to 25%!

Trella

Looking to reduce operating costs and stay competitive? The TrellaGro LST AutoSync LED feature has you covered.

TrellaGro LST's AutoSync LED syncs light control with plant growth, automatically and only when your plants need light

For commercial growers and farmers, this means up to 25% less energy used in your grow cycle...How?... By reducing the amount of light required during a plant's vegetation stage

Visit [Trella.io](https://trella.io) to learn more

#### **Video Four:**

Welcome to the Trella Lab! Here is our automated plant trainer. It's designed for indoor growers who have issues with height and space. Our device will automatically train a naturally tall plant to grow in a small space. That's right! This is one plant grown 6 ft. long and held three feet in height. It's automated and designed to control the plant gently and efficiently.

#### **Video Five:**

Train tall plants to grow in small spaces.

Part 1: Vegetation

One tall plant...growing sideways...6 ft. long...

Train tall plants to grow in small spaces.

Part 2: Flowering

but...only 3 ft. high!

Grow tall plants in small spaces.

Trella



**Video Six:**

The VR Experience [www.trella.io](http://www.trella.io)

Step One: Place seedling in unit

Step Two: Veg w/automated control

Enhanced Ventilation Avoid Micro-climates

Easy - Access Removable Mesh Panels

Step Two (cont): Let it grow sideways

Step Three: Remove top for flowering

Flower Support Trellis Netting (incl.)

Step Three (Cont.): Let it stretch

Step Four: Harvest Time!

**Video Seven:**

No text or audio.

## STARTENGINE SUBSCRIPTION PROCESS (Exhibit E)

### Platform Compensation

- As compensation for the services provided by StartEngine Capital, the issuer is required to pay to StartEngine Capital a fee consisting of a 6-8% (six to eight percent) commission based on the dollar amount of securities sold in the Offering and paid upon disbursement of funds from escrow at the time of a closing. The commission is paid in cash and in securities of the Issuer identical to those offered to the public in the Offering at the sole discretion of StartEngine Capital. Additionally, the issuer must reimburse certain expenses related to the Offering. The securities issued to StartEngine Capital, if any, will be of the same class and have the same terms, conditions and rights as the securities being offered and sold by the issuer on StartEngine Capital's website.

### Information Regarding Length of Time of Offering

- Investment Cancellations: Investors will have up to 48 hours prior to the end of the offering period to change their minds and cancel their investment commitments for any reason. Once within 48 hours of ending, investors will not be able to cancel for any reason, even if they make a commitment during this period.
- Material Changes: Material changes to an offering include but are not limited to: A change in minimum offering amount, change in security price, change in management, material change to financial information, etc. If an issuer makes a material change to the offering terms or other information disclosed, including a change to the offering deadline, investors will be given five business days to reconfirm their investment commitment. If investors do not reconfirm, their investment will be cancelled and the funds will be returned.

### Hitting The Target Goal Early & Oversubscriptions

- StartEngine Capital will notify investors by email when the target offering amount has hit 25%, 50% and 100% of the funding goal. If the issuer hits its goal early, and the minimum offering period of 21 days has been met, the issuer can create a new target deadline at least 5 business days out. Investors will be notified of the new target deadline via email and will then have the opportunity to cancel up to 48 hours before new deadline.
- Oversubscriptions: We require all issuers to accept oversubscriptions. This may not be possible if: 1) it vaults an issuer into a different category for financial statement requirements (and they do not have the requisite financial statements); or 2) they reach \$1.07M in investments. In the event of an oversubscription, shares will be allocated at the discretion of the issuer.
- If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.
- If a StartEngine issuer reaches its target offering amount prior to the deadline, it may conduct an initial closing of the offering early if they provide notice of the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). StartEngine will notify investors when the issuer meets its

target offering amount. Thereafter, the issuer may conduct additional closings until the offering deadline.

#### Minimum and Maximum Investment Amounts

- In order to invest, to commit to an investment or to communicate on our platform, users must open an account on StartEngine Capital and provide certain personal and non-personal information including information related to income, net worth, and other investments.
- Investor Limitations: Investors are limited in how much they can invest on all crowdfunding offerings during any 12-month period. The limitation on how much they can invest depends on their net worth (excluding the value of their primary residence) and annual income. If either their annual income or net worth is less than \$107,000, then during any 12-month period, they can invest up to the greater of either \$2,200 or 5% of the lesser of their annual income or net worth. If both their annual income and net worth are equal to or more than \$107,000, then during any 12-month period, they can invest up to 10% of annual income or net worth, whichever is less, but their investments cannot exceed \$107,000.

**EXHIBIT F TO FORM C**

**ADDITIONAL CORPORATE DOCUMENTS**

*[See attached]*



## CONVERTIBLE NOTE SUBSCRIPTION AGREEMENT

**THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK.** THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS.** ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IT IS NOT REVIEWED IN ANY WAY BY THE SEC. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY STARTENGINE CAPITAL LLC (THE “INTERMEDIARY”). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**INVESTORS ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4(d).** THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

**PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING STATEMENT OR ANY OF THE OTHER MATERIALS AVAILABLE ON THE INTERMEDIARY’S WEBSITE (COLLECTIVELY, THE “OFFERING MATERIALS”) OR ANY COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE.** IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR’S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR’S PROPOSED INVESTMENT.

**THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY.** THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE

TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

**THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING.** NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

**THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE.** EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: %%NAME\_OF\_ISSUER%%  
%%ADDRESS\_OF\_ISSUER%%

Ladies and Gentlemen:

1. Note Subscription.

- (a) The undersigned ("Subscriber") hereby subscribes for and agrees to purchase a Convertible Note (the "Securities"), of %%NAME\_OF\_ISSUER%%, a %%STATE\_INCORPORATED%%, %%COMPANY\_TYPE%% (the "Company"), upon the terms and conditions set forth herein. The rights of the Securities are as set forth in the Convertible Note and any description of the Securities that appears in the Offering Materials is qualified in its entirety by such document.

(b) By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, a copy of the Offering Statement of the Company filed with the SEC and any other information required by the Subscriber to make an investment decision.

(c) This Subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.

(d) The aggregate value of Securities sold shall not exceed \$%%MAX\_FUNDING\_AMOUNT%% (the "Oversubscription Offering"). Providing that subscriptions for \$%%MIN\_FUNDING\_AMOUNT%% Securities are received (the "Minimum Offering"), the Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect.

## 2. Purchase Procedure.

(a) Payment. The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement, which signature and delivery may take place through digital online means. Subscriber shall deliver a signed copy of this Subscription Agreement, along with payment for the aggregate purchase price of the Securities in accordance with the online payment process established by the Intermediary.

(b) Escrow arrangements. Payment for the Securities shall be received by Prime Trust, LLC (the "Escrow Agent") from the undersigned by transfer of immediately available funds or other means approved by the Company prior to the applicable Closing, in the amount as set forth in on the signature page attached hereto below and otherwise in accordance with Intermediary's payment processing instructions. Upon such Closing, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the digital entry of the number of the Securities owned by undersigned reflected on the books and records of the Company as recorded by CrowdManage (a "Cap Table Management service operated by StartEngine Crowdfunding, Inc.."), which books and records shall bear a notation that the Securities were sold in reliance upon Regulation CF.

(c) **Special provisions for cryptocurrency payments.** Notwithstanding Section 2(b), cryptocurrency payments will be received by the Escrow Agent from the undersigned and converted to U.S. dollars once per day. Once converted to U.S. dollars, the undersigned will be subscribed for the number of Securities he is eligible to receive based upon the investment value in U.S. dollars (the "Final Investment Amount"). Subscriber understands that the Final Investment Amount will be determined following the exchange of the cryptocurrency to U.S.

dollars at the current exchange rate, minus the Digital Asset Handling Fee of the Escrow Agent. Subscriber has read and understands the terms, conditions, and fees of the Escrow Agent for payments made in cryptocurrency available here, [http://primetrust.com/assets/downloads/Digital\\_Asset\\_Disclosures.pdf](http://primetrust.com/assets/downloads/Digital_Asset_Disclosures.pdf). Cryptocurrency payments received at any time other than business hours in New York City (9:00am to 4:00pm Eastern Time, Monday through Friday) will be converted to U.S. dollars on the next business day. Subscriber further understands and affirms that Subscriber will be subscribed for the Securities equalling one-hundred percent (100%) of the Final Investment Amount. In the event that the Final Investment Amount exceeds the annual limit for the Subscriber, or that the Final Investment Amount exceeds the number of Securities available to the Subscriber, Subscriber will be refunded the amount not applied to his subscription. Any refunds, including those for cancelled investments, will be made only in the same cryptocurrency used for the initial payment and will be refunded to the same digital wallet address from which the initial payment was made.

### 3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have “knowledge” of a particular fact or other matter if one of the Company’s current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a %%COMPANY\_TYPE%% duly formed, validly existing and in good standing under the laws of the State of %%STATE\_INCORPORATED%%. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Eligibility of the Company to Make an Offering under Section 4(a)(6). The Company is eligible to make an offering under Section 4(a)(6) of the Securities Act and the rules promulgated thereunder by the SEC.

(c) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms. The company will take measures necessary so the conversion of units will be authorized and issued when required.

(d) Authority for Agreement. The execution and delivery by the Company of this Subscription



Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(e) No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Section 4(a)(6) of the Securities Act or the rules promulgated thereunder or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(f) Financial statements. Complete copies of the Company's financial statements consisting of the statement of financial position of the Company as at December 31, 2018 and the related consolidated statements of income and cash flows for the two-year period then ended or since inception (the "Financial Statements") have been made available to the Subscriber and appear in the Offering Statement and on the site of the Intermediary. The Financial Statements are based on the books and records of the Company and fairly present the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. The Financial Statements comply with the requirements of Rule 201 of Regulation Crowdfunding, as promulgated by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in the Offering Materials.

(h) Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of the Subscriber's Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement, the Operating Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Resales. Subscriber agrees that during the one-year period beginning on the date on which it acquired Securities pursuant to this Subscription Agreement, it shall not transfer such Securities except:

(i) To the Company;

(ii) To an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

(iii) As part of an offering registered under the Securities Act with the SEC; or

(iv) To a member of the Subscriber's family or the equivalent, to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance.

(e) Investment Limits. Subscriber represents that either:

(i) Either of Subscriber's net worth or annual income is less than \$107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months, is either less than (A) 5% of the lower of its annual income or net

worth, or (B) \$2,200; or

(ii) Both of Subscriber's net worth and annual income are more than \$107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months, is less than 10% of the lower of its annual income or net worth, and does not exceed \$107,000.

(f) Subscriber information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(g) Company Information. Subscriber has read the Offering Statement. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Materials. Subscriber has had an opportunity to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(h) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(i) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities.

Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

## 5. Revisions to Manner of Holding.

In the event that statutory or regulatory changes are adopted such that it becomes possible for

companies whose purpose is limited to acquiring, holding and disposing of securities issued by a single company ("Crowdfunding SPVs") to make offerings under Section 4(a)(6) of the Securities Act, Subscriber agrees to exchange the Securities for securities issued by a Crowdfunding SPV in a transaction complying with the requirements of Section 3(a)(9) of the Securities Act. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such exchange in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors. Subscriber further agrees to transfer its holdings of securities issued under Section 4(a)(6) of the Securities Act into "street name" in a brokerage account in Subscriber's name, provided that the Company pay all costs of such transfer. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such transfer in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors.

#### 6. Indemnity.

The representations, warranties and covenants made by the Subscriber herein shall survive the closing of this Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

7. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of %%STATE\_INCORPORATED%%.

EACH OF THE SUBSCRIBERS AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF %%STATE\_INCORPORATED%%, AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBERS AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBERS AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 9 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND



WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## 8. Notices.

Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:

%%ADDRESS OF ISSUER%%

If to a Subscriber, to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

## 9. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this

Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is affected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

*[SIGNATURE PAGE FOLLOWS]*

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%%NAME\_OF\_ISSUER%%

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase Convertible Notes of %%NAME\_OF\_ISSUER%%, by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The aggregate purchase price for the Convertible      %%VESTING\_AMOUNT%%  
Notes the undersigned hereby irrevocably subscribes for is:

(b) The Securities being subscribed for will be owned  
by, and should be recorded on the Company's books as  
held in the name of:

%%SUBSCRIBER\_DETAILS\_WITH\_TAX\_ID%%

%%SUBSCRIBER\_SIGNATURE%%

Date

\* \* \* \* \*

This Subscription is                      %%NAME\_OF\_ISSUER%%  
accepted                                      By:  
on %%TODAY%%.                              %%ISSUER\_SIGNATURE%%

*[CONVERTIBLE NOTE FOLLOWS]*

**THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. FOR ONE YEAR FROM THE DATE OF THIS INSTRUMENT, SECURITIES SOLD IN RELIANCE ON REGULATION CROWDFUNDING UNDER THE ACT MAY ONLY BE TRANSFERRED TO THE COMPANY, TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D UNDER THE ACT, AS PART OF AN OFFERING REGISTERED UNDER THE SECURITIES ACT WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), OR TO A MEMBER OF INVESTOR'S FAMILY OR THE EQUIVALENT, TO A TRUST CONTROLLED BY THE INVESTOR, TO A TRUST CREATED FOR THE BENEFIT OF A MEMBER OF THE FAMILY OF THE INVESTOR OR EQUIVALENT, OR IN CONNECTION WITH THE DEATH OR DIVORCE OF THE INVESTOR OR OTHER SIMILAR CIRCUMSTANCE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**CONVERTIBLE PROMISSORY NOTE**  
**SERIES %YEAR% - CF**

\$%VESTING\_AMOUNT% %%TODAY%

For value received %NAME\_OF\_ISSUER%, a %STATE\_INCORPORATED% corporation (the "Company"), promises to pay to %VESTING\_AS%, the investor party hereto ("Investor") who is recorded in the books and records of the Company as having subscribed to this convertible promissory note (the "Note") the principal amount set forth above and on the signature page of his/her subscription agreement (the "Subscription Agreement"), together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below. This Note is issued as part of a series of similar convertible promissory notes issued by the Company pursuant to Regulation Crowdfunding (collectively, the "Crowdfunding Notes") to qualified purchasers on the funding portal StartEngine Capital LLC (collectively, the "Investors").

**1. Repayment.** All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Investors. All payments shall be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Note shall be due and payable on March 1, 2021 (the "Maturity Date").

**2. Interest Rate.** The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full, which interest shall be payable at the rate of %INTEREST\_RATE% % per annum or the maximum rate permissible by law, whichever is less. Interest shall be due and payable on the Maturity Date and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

**3. Conversion; Repayment Premium Upon Sale of the Company.**

(a) In the event that the Company issues and sells membership units to investors (the "**Equity Investors**") on or before the date of the repayment in full of this Note in a transaction or series of transactions pursuant to which the Company issues and sells membership units resulting in gross proceeds to the Company of at least \$4,070,000.00 (excluding the conversion of the Notes and any other debt) (a "**Qualified Financing**"), then it converts into Class B Units at conversion price equal to the lesser of (i) 80% of the per share price paid by the Investors or (ii) the price equal to the quotient of \$30,000,000 divided by the aggregate number of outstanding membership units of the Company as of immediately prior to the initial closing of the Qualified Financing (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.)

(b) If the conversion of the Note would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Investor otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one share of the class and series of capital stock into



which this Note has converted by such fraction.

(c) Notwithstanding any provision of this Note to the contrary, if the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, then (i) the Company will give the Investor at least 15 days prior written notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of such Sale of the Company, in full satisfaction of the Company's obligations under this Note, the Company will pay to the Investor an aggregate amount equal to the greater of (a) the aggregate amount of the principal and all unaccrued and unpaid interest under this Note or (b) the amount the Investor would have been entitled to receive in connection with such Sale of the Company if the aggregate amount of principal and interest then outstanding under this Note had been converted into Class B Units of the Company pursuant to Section 3(a) immediately prior to the closing of such Sale of the Company.

(d) For the purposes of this Note: "**Sale of the Company**" shall mean (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; *provided, however*, that a Sale of the Company shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

**4. Maturity.** Unless this Note has been previously converted in accordance with the terms of this Note, the entire outstanding principal balance and all unpaid accrued interest shall automatically be converted into Class B Units at a price per security equal to the quotient of \$30,000,000 divided by the aggregate number of outstanding Membership Units of the Company as of immediately prior to the conversion of these Notes (assuming full conversion or exercise of all convertible and exercisable securities then outstanding other than the Notes.) as soon as reasonably practicable following the Maturity Date.

**5. Expenses.** In the event of any default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by Investor in enforcing and collecting this Note.

**6. Prepayment.** The Company may not prepay this Note prior to the Maturity Date without the written consent of 51% in interest of the Investors.

**7. Default.** In the event of any "**Event of Default**" hereunder, the Convertible Notes shall accelerate and all principal and unpaid accrued interest shall become due and payable. Each of the following shall constitute an "**Event of Default**", provided, however that the 51% of the interest of Investors may waive

any Event of Default as set forth:

- a) The Company's failure to pay when due any amount payable by it hereunder and such failure continues uncured for 10 business days.
- b) The Company's failure to comply with any of its reporting obligations under Regulation Crowdfunding and such failure continues uncured for 10 business days.
- c) Voluntary commencement by the Company of any proceedings to have itself adjudicated as bankrupt.
- d) The entry of an order or decree under any bankruptcy law that adjudicates the Company as bankrupt, where the order or decree remains unstayed and in effect for 90 days after such entry.
- e) The entry of any final judgment against the Company for an amount in excess of \$100,000, if undischarged, unbonded, undismissed or not appealed within 30 days after such entry.
- f) The issuance or entry of any attachment or the receipt of actual notice of any lien against any of the property of the Company, each for an amount in excess of \$100,000, if undischarged, unbonded, undismissed or not being diligently contested in good faith in appropriate proceedings within 30 days after such issuance, entry or receipt.
- g) Any representation or warranty made by the Company under the Convertible Note Subscription Agreement shall prove to have been false or misleading in any material respect when made or deemed to have been made; provided that no Event of Default will occur under this clause if the underlying issue is capable of being remedied and is remedied within 30 days of the earlier of the Company becoming aware of the issue.

**8. Waiver.** The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

**9. Governing Law.** This Note shall be governed by and construed under the laws of the state of %%STATE\_INCORPORATED%%, as applied to agreements among %%STATE\_INCORPORATED%% residents, made and to be performed entirely within the state of %%STATE\_INCORPORATED%%, without giving effect to conflicts of laws principles.

**10. Parity with Other Notes.** The Company's repayment obligation to the Investor under this Note shall be on parity with the Company's obligation to repay all Notes issued pursuant to the Agreement. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay the Notes in full, payment shall be made to Investors of the Notes on a pro rata basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Investor hereunder.

**11. Modification; Waiver.** Any term of this Note may be amended or waived with the written consent of the Company and 51% in interest of investors.

**12. Assignment.** Subject to compliance with applicable federal and state securities laws (including the restrictions described in the legends to this Note), this Note and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company. Thereupon, this Note shall be registered in the Company's books and records in the name of, the transferee.

Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

**13. Electronic Signature.** The Company has signed this Note electronically and agrees that its electronic signature is the legal equivalent of its manual signature on this Note.

%%NAME\_OF\_ISSUER%%:

By: \_\_\_\_%%ISSUER\_SIGNATURE%%\_\_\_\_

Name: %%NAME\_OF\_ISSUER%%

Title: %%ISSUER\_TITLE%%

**Investor:**

By: %%INVESTOR\_SIGNATURES%%

Name: %%VESTING\_AS%%

Title: %%INVESTOR\_TITLE%%

Email: %%VESTING\_AS\_EMAIL%%

[Remainder of page left blank]