

Part 4 – Compassion Center Required Application Forms

CC FORM 1 – GENERAL CONTACT INFORMATION, TAXPAYER IDENTIFICATION AND AFFIRMATIONS

1	COMPANY NAME (legal name, and any d/b/a name(s), if applicable)	Compassion Center of New England
	Application ZONE#	4 (note separate applications and application fees are required to apply to multiple zones)
2	BUSINESS STREET ADDRESS	298 Kilvert Street, Building #2
3	CITY, STATE, ZIP	Warwick, RI 02886
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	298 Kilvert, Street, Building #2
5	CITY, STATE, ZIP	Warwick, RI 02886

6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	PLAT 278 LOT 143		
7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA	3,826ft		
8	FEIN: (Federal Employer Identification Number)	<div style="background-color: black; width: 100px; height: 20px;"></div>		
9	TELEPHONE NUMBER	AREA CODE	NUMBER	EXTENSION
		<u>(978) 886-7388</u>		Ext. _____
10	FAX NUMBER (if not applicable, put "N/A")	AREA CODE	NUMBER	EXTENSION
		<u>N/A</u>		Ext. _____
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE	NUMBER	EXTENSION
		<u>N/A</u>		Ext. _____
12	COMPLIANCE OFFICER Identification and Contact Information	Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Department reserves the right to contact and/or send notices and other correspondence to Applicant by email and/or post mail. It is Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.		
	Name:	Alvin Llanos		
	Title:	Chief Compliance Officer		

	Mailing Address:	815 Jefferson Boulevard, Warwick, RI 02886		
	Email Address:	alvinllanos@factumusa.com		
	Phone Number	<u>(305) 778 - 8528</u>	Ext.	<u> </u>
		AREA CODE	NUMBER	EXTENSION
	Fax Number (if not applicable, put "N/A")	<u>N/A</u>	Ext.	<u> </u>
		AREA CODE	NUMBER	EXTENSION

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.

☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.

☐ I am currently pursuing administrative review of taxes owed to the state.

☐ I am in federal bankruptcy. (Case #)

☐ I am in state receivership. (Case #)

☐ I have been discharged from Bankruptcy. (Case #)

Compassion Center of New England

Name of Taxpayer/Entity
Number



Social Security or Federal Tax Identification

CC Form 1 - AFFIRMATIONS

Applicant hereby understands and affirms the following:

1. The burden of proving an Applicant's qualifications rests on the party applying for the license.
2. The Department of Business Regulation may deny an Application that contains a material misstatement, omission, misrepresentation, or untruth.
3. An Application shall be complete in every material detail.
4. The Department of Business Regulation may rescind its approval of a Compassion Center License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.
5. Regarding the location of the licensed premises, Applicant commits to the following:
 - a. The premises and operations of Applicant shall conform to local zoning requirements.
 - b. The Compassion Center License shall be conspicuously displayed at the licensed premises.
6. Regarding manufacturing, Applicant commits to having any form of manufacturing that uses a heat source or flammable/combustible material approved by the State Fire Marshal and/or the local fire department.
7. Applicant commits to not using any compressed, flammable gas as a solvent in any solvent extraction process, manufacturing or for any other purpose.
8. Applicant commits to not acquiring medical marijuana from anyone other than a licensed cultivator in accordance with the Act and the Regulations.
9. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing marijuana only as permitted in the Act and the Regulations.
10. Applicant understands that the licensed premises may not be within 1,000 feet of the property line of a preexisting public or private school.
11. Applicant hereby acknowledges that its employees covered by the National Labor Relations Act or the Rhode Island State Labor Relations Act have the right to form, attempt to form or join a union in the workplace. Applicant acknowledges that its covered employees may be fairly represented by a union if one is formed. Applicant also acknowledges that its employees have the right to refuse to do any or all of these things and that Applicant may not interfere with, restrain or coerce employees in the exercise of these rights.
12. Applicant understands that a licensed compassion center and any interest holders/key persons thereof may not have any material financial interest or control in another Rhode Island licensed compassion center, licensed cultivator or a licensed cooperative cultivation or in a Rhode Island Department of Health approved third party testing provider and vice versa.

SIGNATURE FOR CC FORM 1


The undersigned attests that Applicant organization understands and will adhere to the all requirements of the Act and the Regulations, including but not limited to those listed above, and that they have the authority to bind Applicant organization to all requirements.

The undersigned Authorized Signatory of Applicant hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes to the entirety of this Application for Medical Marijuana Compassion Center License and shall provide written notice to the Department within thirty (30) days of any change of the information provided herein including all Forms, Annexes, Exhibits, Documents and Deliverables submitted in connection with or as part of the application process; each such notice shall include an updated Form, Annex, Exhibit, Document or Deliverable, as the case may be.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on and information contained in this Application including all Forms, Annexes, Exhibits, Documents and Deliverables submitted herewith, are complete, true, correct and accurate.

AUTHORIZED SIGNATORY SIGNATURE

SIGNATURE:



Print Name: Steven Lee

Print Title: Director of Operations

DATE:

12/14/2020

CC FORM 2
Disclosure of Owners and Other Interest Holders

Name of Applicant/Licensee: **Compassion Center of New England**

Section I: Owners and Other Interest Holders

List (A.) all persons and/or entities with any ownership interest with respect to applicant/licensee, **and** (B.) all officers, directors, members, managers or agents of applicant/licensee, **and** (C.) all persons or entities with managing or operational control with respect to applicant/licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not, **and** (D.) all investors or other persons or entities with any financial interest whether they have ownership interest or not, **and** (E.) all persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to applicant/licensee, its operations, the license and/or the licensed facilities (all persons and entities described in (A)-(E) being hereinafter individually referred to as an "Interest Holder" and collectively referred to as "Interest Holders").

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level. Attach a separate sheet(s) if necessary.

A. LIST ALL PERSONS AND/OR ENTITIES WITH ANY OWNERSHIP INTEREST IN APPLICANT/LICENSEE (including corporation stockholders, LLC members, and partners if a partnership; this includes parent companies if applicant/licensee is a subsidiary of another entity).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name <div style="text-align: center;">NONE</div>	Title	SSN/FEIN	DOB	App submitted? <div style="text-align: center;"><input type="checkbox"/>Yes <input type="checkbox"/>No</div>
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <div style="text-align: center;"><input type="checkbox"/>Yes <input type="checkbox"/>No</div>
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <div style="text-align: center;"><input type="checkbox"/>Yes <input type="checkbox"/>No</div>
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <div style="text-align: center;"><input type="checkbox"/>Yes <input type="checkbox"/>No</div>
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant

B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT/LICENSEE AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Jane Ahlemeyer	Title Secretary	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (774) 994-0568

Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) N/A			
Name Jason Dollarhide		Title President		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 477-4659
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) N/A			
Name Thomas P McgGovern		Title Treasurer		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 578-5947
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) N/A			
Name Alex Lavin		Title Chief Executive Officer		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (561) 635-9950
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.)			
Name Steven Lee		Title Director of Operations		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 580-8888
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) Director of Operations			
Name Jay Warner		Title Director of Finance		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (978) 886 -7388
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) Director of Finance			
Name Joseph Barclay		Title Director of Product Management		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (707) 267-6797
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) Director of Product Management			
Name Alvin Llanos		Title Chief Compliance Officer		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (305) 778-8528
Business Associated with (Applicant, parent business or sub-entity) N/A		Title (officer, director, manager, etc.) Chief Compliance Officer			
Name Mark Cunningham		Title Assistant Director of Finance		SSN/FEIN [REDACTED]	DOB [REDACTED] App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No

Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (339) 237-2315
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.) Assistant Director of Finance		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Title (officer, director, manager, etc.)		

C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Alex Lavin	Title Chief Executive Officer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (561) 635-9950
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Steven Lee	Title Director of Operations	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 580-8888
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Jay Warner	Title Director of Finance	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED] 5	Phone Number (978) 886 -7388
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		

Name Joseph Barclay	Title Director of Product Management	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (707) 267-6797
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Alvin Llanos	Title Chief Compliance Officer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (305) 778-8528
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Mark Cunningham	Title Assistant Director of Finance	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (339) 237-2315
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Jane Ahlemeyer	Title Secretary	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (774) 994-0568
Business Associated with (Applicant, parent business or sub-entity) N.A		Role, interest, etc. N/A		
Name Jason Dollarhide	Title President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 477-4659
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
Name Thomas P McgGovern	Title Treasurer	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 578-5947
Business Associated with (Applicant, parent business or sub-entity) N/A		Role, interest, etc. N/A		
D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).				
<p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>				
Name Jay Warner	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (978) 886 7388

Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name Steven Lee	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 580-8888
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name C&D Investments LLC	Title N/A	SSN/FEIN [REDACTED]	DOB N/A	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) 70 Industrial Rd	City Cumberland	State RI	ZIP 02864	Phone Number (401) 529-1946
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name Bradford Dean	Title Member of C&D Investments LLC	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 529-1946
Business Associated with (Applicant, parent business or sub-entity) C&D Investments LLC		Interest 50% ownership in C&D Investments		
Name David Chenevert	Title Member of C&D Investments LLC	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (650) 445-8934
Business Associated with (Applicant, parent business or sub-entity) C&D Investments LLC		Interest 50% Ownership in C&D Investments		
Name T-Dog LLC	Title N/A	SSN/FEIN [REDACTED]	DOB N/A	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) 128 Dorrance Street	City Providence	State RI	ZIP 02903	Phone Number (401) 490-7334
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name Michael Kelly, Esq	Title Member of T-Dog LLC	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (401) 680-3364
Business Associated with (Applicant, parent business or sub-entity) T-Dog LLC		Interest 100% Ownership in T-Dog LLC		
Name Robert Mullholland	Title N/A	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (305) 527-2625
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name Brad Faxon	Title N/A	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No

Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (508) 2559-2434
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England Jointly with Eileen Faxon		
Name Eileen Faxon	Title N/A	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (508) 259-2434
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England Jointly with Brad Faxon		
Name Michael Dennis Botte	Title N/A	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number (609) 668-5266
Business Associated with (Applicant, parent business or sub-entity) N/A		Interest Lender to Compassion Center of New England		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.				
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.				
Name NONE	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()

Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual)	City	State	ZIP	Phone Number ()
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Section II: List all persons (including individuals, firms, partnerships, corporations, limited liability companies, trusts), besides the owners and other Interest Holders previously listed in this Form [2], who/that will loan, give, or otherwise provide money, property interests, equipment, inventory, furniture, licensing or other proprietary rights to or for use in this business, or hold a security interest therein; or who will receive money, profits, proprietary rights or other interests from this business. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

Name	Date of Birth	SSN/FEIN	Interest/Dollar Amount

Section III:

- A. Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.
- B. Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant/Licensee, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.
- C. Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant/Licensee, its operations, the license and/or licensed facilities for the last five years.

The organizational chart and accompanying lists should follow the form and structure of the sample charts and lists included with this form.

CERTIFICATION AS TO CC FORM 2

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the "Department" or "DBR") that it/he/she has disclosed to the Department in this Form 2:

(A) With respect to Applicant/Licensee, all persons and entities that:

- (i) Are owners, members, officers, directors, managers, or agents of Applicant/Licensee; and
- (ii) Have/will have managing or operational control with respect to Applicant/Licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not; and
- (iii) Are investors or have any other financial interest therein; and
- (iv) Hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to Applicant/Licensee, its operations, the proposed license, and/or the licensed facilities (any person or entity in the foregoing (i), (ii) and (iii) being herein individually referred to as an "interest holder" and all such persons and entities in the foregoing (i), (ii), (iii), and (iv) being collectively referred to as the "interest holders"); and

(B) To the extent that any interest holder described in (A) above is an entity, all interest holders in that entity until all such interest holders are identified and disclosed down to the individual person level.

The undersigned, after due inquiry, further certifies to the Department that, except for the license that is the subject of this Form 2 and except as permitted under R.I. Gen. Laws § 21-28.6-12(b)(10), no "interest holder" disclosed herein is an "interest holder" with respect to any other license issued by, or license application made to, the Department as to a "marijuana establishment licensee" as defined in R.I. Gen. Laws § 21-28.6-3(17).

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the persons/entities/interest holders described and the certifications made in this Form 2 and that each such notice shall include an updated Form 2.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 2 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

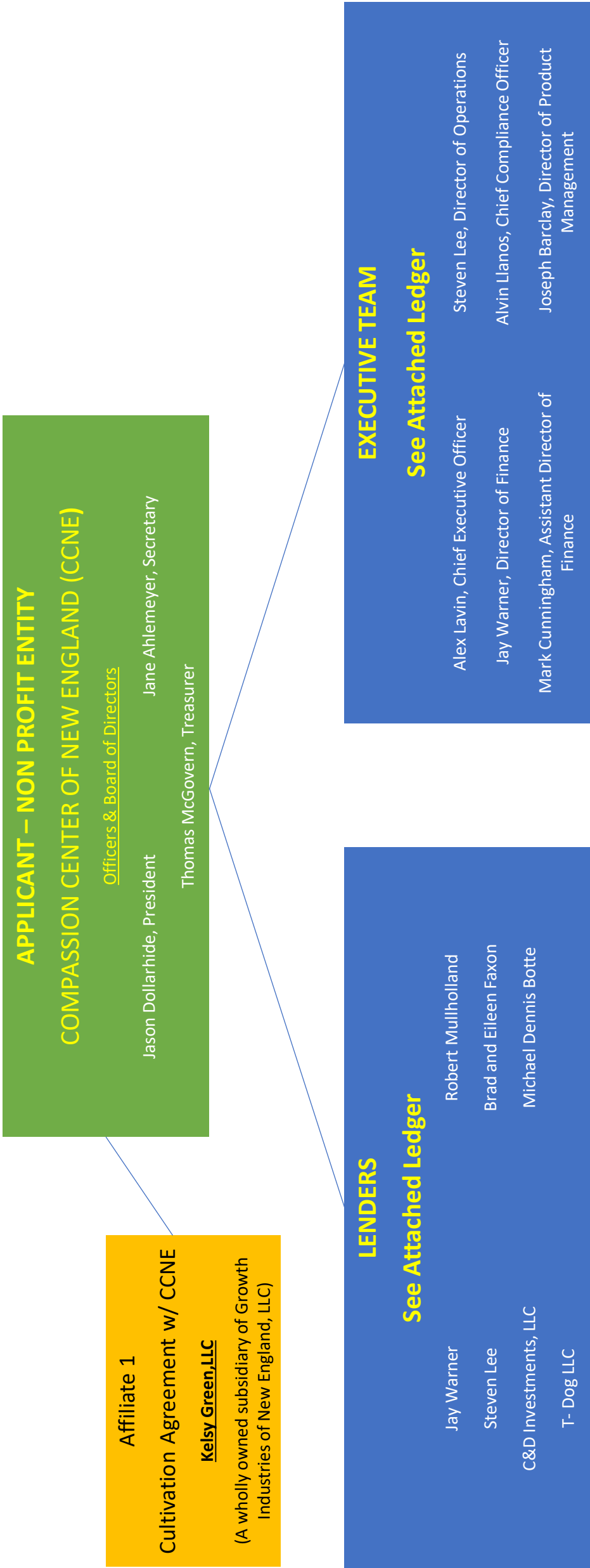
Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

Compassion Center of New England—Organizational Chart



Lenders By Effective Percentage of Ownership	Effective Percentage of Ownership	Capital Contributions, If Any	Principal Amount of Loan
Jay Warner			
T-Dog LLC			
Steven Lee			
C&D Investments, LLC			
Robert Mulholland			
Brad and Eileen Faxon			
Michael Dennis Botte			
TOTAL			

Directors, Officers and Key Persons	Proposed Salaries	Last 5 Years Compensation
Name		
Alex Lavin, Chief Executive Officer		
Dr. Alvin Llanos, Chief Compliance Officer		
Steven Lee, Director of Operations		
Jay Warner, Director of Finance		
Joseph Barclay, Director of Product Management		
Mark Cunningham, Assistant Director of Finance		
Jane Ahlemeyer, Secretary		
Jason Darhide, President		
Thomas P. McGovern, Treasurer		

CC FORM 3

Owners and Interest Holders Certification Statement Form

On behalf of Applicant, and with respect to Applicant and each of the Interest Holders/Key Persons described in Form 2, the undersigned certifies as follows:

<p>1. Has the Applicant or any Owner or Interest Holder or any marijuana business entity or its equivalent in which such persons hold or have held an interest or a medical marijuana or other marijuana or cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If “Yes” provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>2. Has the Applicant and/or any Owner or Interest Holder ever been denied a professional license, privilege of taking an examination, or had a professional license or permit disciplined by a licensing authority in Rhode Island or any other state or jurisdiction (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization)? If “Yes” provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>3. Is any Owner or Interest Holder employed by the State of Rhode Island? If “Yes” please describe below.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>_____</p> <p>_____</p> <p>_____</p>		

4. Does the Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in § 1.1.1(A)(30) of the Regulations) in another Rhode Island licensed cultivator, a compassion center, a licensed cooperative cultivation, or a Rhode Island DOH-approved third party testing provider or vice versa. If “Yes” describe below:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Divestiture plan attached</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-top: 10px;"></div>		
5. Applicant acknowledges that it fully understands that:		
a. Marijuana is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 <i>et seq.</i>);	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. The manufacturing, distribution, cultivation, processing, possession, or possession with intent to distribute a Schedule I controlled substance, or conspiring or attempting to do so, are offenses subject to harsh penalties under federal law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges;	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
c. Any activity regarding marijuana that does not comply with Rhode Island law or regulations is a violation of State law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; and	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
d. Applicant must comply with the requirements of R.I. Gen. Laws § 21-28.6-12(c)(7) and § 1.4(C) of the Regulations pertaining to criminal identification records checks prior to licensure.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6. Applicant acknowledges that Application Fees are non-refundable.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7. Applicant acknowledges that in filing an Application for a license, the following: <div style="margin-left: 20px;"> a. The Department of Business Regulation is vested with certain authority and discretion under the Act and Regulations with respect to review and approval of a Compassion Center License; and b. The Department of Business Regulation’s decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 <i>et seq.</i> </div>	<div style="margin-bottom: 20px;"> Yes <input checked="" type="checkbox"/> </div> <div> Yes <input checked="" type="checkbox"/> </div>	<div style="margin-bottom: 20px;"> No <input type="checkbox"/> </div> <div> No <input type="checkbox"/> </div>

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Form 3 and that each such notice shall include an updated Form 3.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 3 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

CC FORM 4
CERTIFICATION REGARDING NONPROFIT STATUS AND
COMPLIANCE

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the “Department” or “DBR”) as follows:

1. Nonprofit Status and Operation

- A. The Applicant/Licensee is and shall be operated on a not-for-profit basis for the mutual benefit of its patients in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Chapter 21-28.6 of the Rhode Island General Laws and the regulations promulgated thereunder.
- B. Compassion centers shall not be organized, structured or operated in a manner that violates R.I. Gen. Laws § 21-28.6-12(f), or which would cause medical marijuana and medical marijuana products to be priced at unreasonable rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).
- C. The Applicant/Licensee is a nonprofit corporation organized, existing and in good standing under the laws of the State of Rhode Island, including the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, as evidenced in Annex A attached hereto, which includes the following documents:
 - i. A written overview of Applicant’s corporate structure as a nonprofit entity, a listing of all board members, officers, and other key persons along with copies of their resumes, job descriptions, roles and duties.
 - ii. Applicant’s nonprofit Articles of Incorporation filed with RI Secretary of State (SOS) in accordance with R.I. Gen. Laws Chapter 7-6;
 - iii. Applicant’s corporate Bylaws;
 - iv. Applicant’s Certificate of Good Standing from the RI SOS; and
 - v. If applicable, documentation evidencing tax-exempt organization status under US Internal Revenue Code.

2. Management Companies and Vendors

- A. All contracts and agreements, including any loan or other financing agreements, with all management companies and vendors shall be on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject services, supplies, equipment, and other goods.
- B. Attached hereto as Annex B is a list of all management companies used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee. This list must also include a list of all persons (names and addresses)

who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

- C. Attached hereto as Annex C is a list of all anticipated vendors used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee of \$100,000 or more per calendar year. This list must also include a list of all persons (names and addresses) who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.
- D. Attached hereto as Annex D are copies of any/all agreements, contracts and proposals with management companies, vendors, or other contractors, including copies of any proposed management agreements, leases, loans, contracts, or any other documentation reflecting the terms and conditions of any relationships and/or interests between the nonprofit entity and these agents, persons, or entities. Applicant must include any subsidiaries/parent companies associated with these agents, persons, or entities in the overview and organizational chart and/or any other entities engaged in similar cannabis activities which have shared owners, officers, directors or key persons.

3. Related Party Transactions

- A. Attached hereto as Annex E is a list of all financial transactions between Applicant/Licensee, on the one hand, and any immediate family member(s)¹ (whether directly or through an entity in which such family member(s) has an interest) of an officer, director, manager or other person having managerial or operational control of Applicant/Licensee, on the other hand.
- B. All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

4. Real Estate and Equipment

- A. Attached hereto as Annex F is a list of all real estate to be purchased or leased by Applicant/Licensee; and
- B. Attached hereto as Annex G is a list of all equipment to be purchased or leased by Applicant/Licensee involving compensation/remuneration of \$100,000 or more per calendar year.
- C. Such purchase and lease transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

¹ “Family members” means and includes a spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and includes adopted, half and step members.

5. Compensation of Officers, Directors and Employees

A. Attached hereto as Annex H is a schedule of annual compensation as to:

- i. All officers, directors, managers, and other persons having managerial or operational control of Applicant/Licensee; and
- ii. The ten (10) other persons with the highest-level annual compensation.

B. Applicant/Licensee is in compliance with the compensation, dividend and loan provisions of the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, including §§ 7-6-26.1, 7-6-31, and 7-6-32.

6. Revenue Sharing

Applicant/Licensee is not and shall not become a party to any revenue or profit-sharing agreements or other arrangements involving sharing of, or compensation/remuneration based upon a percentage of, the compassion center's revenues or profits.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Certification and that each such notice shall include an updated Certification and all annexes hereto.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on this Certification are complete, true, correct and accurate and all applicable information and deliverables required by this form are attached in Annexes A through H.



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

CC Form 4 ANNEX A

A written overview of Applicant's corporate structure as a nonprofit entity, a listing of all board members, officers, and other key persons along with copies of their resumes, job

The Compassion Center of New England Operating Team

The Compassion Center of New England's (CCNE) is committed to building an organization that will be recognized in the State of Rhode Island – as well as internationally – as delivering new benchmarks in dispensing quality medical cannabis products, regulatory compliance, leadership integrity, cultural integration, financial transparency, community safety, and compassion for patients. This is both an organization and extended staff team that is serious about the transformative power of plant-based medicine.

CCNE is comprised of a driven, intelligent, and experienced management team with established business acumen. The currently proposed leadership team is a talented and diverse group of leading medical marijuana, dispensary, retail pharmacy, pharmaceutical, medical, regulatory, horticultural, greenhouse, formulation, construction, finance, legal, security, and service-delivery industry experts with proven experience across multiple industries.

All members of the team are 100% committed to compassionately serve patients with rigorous attention to the regulatory standards defined by the State of Rhode Island. Once licensed, this core team will be expanded to enable rapid build out to achieve first-to-market daily operations that are managed with a focus on quality, accuracy, and compassion.

CCNE's national team of experts and advisors understand:

1. Cultivation methods that work in harmony with nature without harming the natural environment or the people who live and work in it.
2. Compliance with regulated, pharmaceutical-grade manufacturing and distribution of marijuana-based medicine.
3. Safe, secure, and aesthetically pleasing facilities that ensure a compassionate patient experience, as well as productive and creative employees committed to protecting public health and safety in the communities that we serve.

This team of experts has developed the Company's operations plan based on their specific areas of expertise, and defined CCNE's vision, mission, values, and goals. The team is composed of industry experts who have developed and deeply understand the complete Standard Operating Procedures for every function of our business.

Amongst our talented group, CCNE's team includes:

- A Director with more than 20 years' experience in the Advanced Technology / Cleanroom Construction industry, who has developed pharmaceutical cGMP build out programs and has substantial facility experience in the cannabis industry.

- A Director with Fortune 500 marketing experience that was focused on customer awareness for the product that best suited their needs, which will translate to ensuring Rhode Island patients select the proper medicine for their ailment.
- A Director whose loyalty as a life-long employee with a global transportation business combined with a similar dedication to charitable work brings the best of both corporate, local and non-profit work to the Rhode Island Medical marijuana program.
- A CEO with a depth of cannabis experience that is not present in the Rhode Island market today, with ambitious goals to bring to Rhode Island what he and his team have accomplished on the West coast over the past 15+ years.
- A CFO with capital markets experience, who has managed 20+ employees spanning sales, research, operational – and most important – compliance personnel that have successfully met and exceeded the criteria the Securities and Exchange Commission (SEC) requires for compliant financial organizations.
- A COO with more than 30 years of manufacturing best practices, financial budgeting, P&L and balance sheet responsibility, employee safety, OSHA compliance and material handling. Now fully focused on COVID, developed employee screening App and emergency action plans to keep the environment safe for both our team members and customers.
- Advisors who have played integral roles for multiple decades in the Rhodes Island manufacturing and logistical industries, looking to provide their experience and expertise to lead the CCNE to meet the goals of its patients and employees.

The Compassion Center of New England's will be led by its distinguished Board of Directors and advised by an executive team with diversified skill sets and industry specific expertise. The Board of Directors is comprised of three Rhode Island residents whose biographies are listed below with formal resumes attached to this plan. The Directors are model citizens in their communities and are dedicated to serving the patients of Rhode Island.

Board of Directors

Jason Dollarhide, President – A Narragansett, RI native and Rhode Island College Graduate, Jason serves as President of Cleanroom Constructors (CCI) based out of Attleboro, MA. CCI was started in 2013 as a labor company that specializes in the installation of cleanroom components specific to Bio Pharma, Pharma, Medical Device, Semi-Conductor and electronic industries. At CCI, Jason oversees 37 full-time employees who worked on 64 different projects in 24 states in 2020.

In addition to his duties at CCI, Jason is a Director of Business Development at Hodess Cleanroom Construction based in North Attleboro, MA. Starting at the firm in 2008 as an Assistant Project Manager, he has risen to VP of Business Development where he has grown sales from \$4.5 million to \$40 million. Through this success he has developed pharmaceutical cGMP build out programs with Fortune 500 companies such as CVS, Merck, AstraZeneca, Pfizer, GE Health, Millipore and Cardinal Health.

Jason has over 20 years of experience in the Advanced Technology / Cleanroom Construction industry. His career has included a variety of leadership roles, including Project Management, Preconstruction Services, Business Development, New Product Development, Regulatory Conformance Consultant and Company President. A specialist in cGMP, FDA, USP (including Nutraceutical, 797 and 800) and ISO 14644 compliancy projects, Jason provides guidance in clean manufacturing design, component selection, and equipment that supports specific processes as well as meet the requirements set forth by strict manufacturing guidelines.

Jason's affiliations and licenses include:

- International Society for Pharmaceutical Engineering (ISPE), Member
- Bio Florida Member
- Institute of Environmental Sciences and Technology (IEST), Educator, Member, & Speaker
- OSHA 30 Certified

Over the last few years, as the U.S. Cannabis market has expanded, Jason has consulted and/or been involved in the build out of cannabis facilities in RI, MA, ME, NH, MD and FL. Such projects have provided him with extensive knowledge in the cannabis space in its most complex forms of production. Jason's experience executing at a high level with some of the largest companies in the world will be of the utmost value to CCNE. The regulatory landscape of the cannabis industry is ever-changing, and Jason has proven to be knowledgeable in several industries with strict regulatory oversight. His construction and cannabis backgrounds will be valuable to advise CCNE as we construct a first-class facility with a focus on worker safety and compliance.

Jane Ahlemeyer, Secretary – A Portsmouth, RI resident and Providence College graduate, Jane brings 13 years of experience as a brand manager and advertising consultant across a variety of industries. Jane is the proud mother of two boys, ages 2 and 2 months, whom she

has devoted all of her time to since April 2020. In a professional capacity, Jane most recently served as a Brand Manager for Samsonite, an international luggage manufacturer and retailer. At Samsonite, Jane oversaw the transformation of the company's lifestyle brands, American Tourister and High Sierra. This involved creating the brand books and quarterly business & global marketing reviews, which were then provided directly to the CEO. Jane played a critical role in developing the marketing strategies for over 10 product launches to bolster Samsonite's e-commerce presence.

Prior to her time at Samsonite, Jane served as an advertising consultant for CVS Health, an organization that is deeply rooted in the health and well-being of Rhode Island residents. During her time at CVS, Jane worked across a variety of product categories to increase consumer awareness through targeted advertisement. This involved analyzing purchasing patterns of defined target segments in an effort to continuously refine strategy and media planning. Her work resulted in a 5% online sales increase in her target markets, exceeding the projected 2% benchmark.

Jane also held similar roles at JetBlue Airways, Salesforce, and the TJX companies in her career. At each organization, she supported advertising strategy development to better serve and attract target markets. As a distinguished marketing and advertising professional, Jane will help CCNE better identify and address the needs of Rhode Island patients. It is critical that compassion centers continuously evaluate industry trends, patient preferences and brand efficacy. CCNE will heavily rely on its brand strategy to build out its patient base and ensure each patient understands the product that serves their ailment best. We are pleased to have a Director with Jane's experience to guide that process.

Thomas McGovern, Treasurer – Tom is a lifetime Rhode Island resident, and graduate of the Community College of Rhode Island. He spent 36 years at United Parcel Service (UPS) as an Operations Manager where he traveled throughout the United States to audit and train managers to apply standardization in evaluating service defects. In his time at UPS, their Rhode Island employee base grew from 200 to 1200. Throughout this period of growth, Tom liaised with the Teamsters Local #251 on a weekly basis regarding labor and safety issues. It was Tom's work ethic and respect amongst his peers that earned him this leadership role. He also assisted in advising local politicians how proposed legislation would affect UPS and the local community.

Outside of his professional life, Tom is passionate about helping children with life threatening illnesses. He has served in leadership roles with local non-profit organizations for the last thirty years. Most notably as the President of the Board of Directors for *A Wish Come True* for 25 years. *A Wish Come True* is the oldest wish granting organization in Rhode Island and Massachusetts. Their mission is to grant children ages 3-18 suffering with a life-threatening illness a magical wish. They have granted over 1,600 wishes to sick children over the last 30 years under Tom's leadership.

Tom's charitable contributions are honored each year when he presents the Thomas P. McGovern Humanitarian Award on behalf of the Natasha Love Foundation, where he serves as Vice Chair. The Natasha Love Foundation is a Rhode Island-based non-profit devoted to

helping under-represented youth pursue their dreams in the Arts to promote the transition to a non-violent community and society. The foundation honors the legacy of Natasha Love, an 18-year-old Cranston resident who passed away in 2008 as a victim of teen violence.

Tom McGovern is a well-respected and valued member of the Rhode Island community. He has dedicated most of his time outside of his professional life to local non-profit organizations and CCNE is another opportunity he is excited about to contribute in a positive manner for Rhode Island patients. Tom will assist CCNE in developing an agile and educated workforce along with providing valued insight into running a non-profit organization.

Professional Affiliations and Awards

- | | |
|---|----------------|
| • Chairman, Board of Public Safety, City of Warwick | 2007 – Present |
| • Vice Chair Natasha Love Foundation | 2014 – Present |
| • President Board of Directors Rosemary's Wish Kids | 2016 – Present |
| • Member Tri-City Elks | 2014 – Present |
| • President Board of Directors A Wish Come True | 1989 – 2014 |
| • Executive Director A Wish Come True | 2014 – 2016 |
| • Member Knights of Columbus | 2000 – 2010 |
| • Treasurer OSPAC for Congressman James Langevin | 2013 – Present |
| • Thomas P. McGovern Award Presented in his name by the Natasha Love Foundation | |

Executive Team

Alex Lavin – Chief Executive Officer – A Warwick, RI resident and Providence College Graduate, Mr. Lavin brings over 15 years of horticulture, management, and logistical experience to CCNE. Over the past decade Mr. Lavin has held an important role at a multi-acre, multi-million-dollar, commercial cultivation facility in each stage of growth, including large-scale clone production, nursery management, field crops, post-harvest processing, particle separation and packing and storage. With an emphasis on superior genetics, organic cultivation, and full-scale design and implementation of facilities for flower, seed and extract production, Mr. Lavin has earned a strong reputation within his community.

Alex has worked closely with fellow executive team member Joseph Barclay for most of his professional career. He provided key consultative services in the creation of Royal Budline, The Fireplace, and Sacred Roots along with Mr. Barclay. Alex's expertise has garnered him international recognition. In 2019 he was chosen to serve on the board of the Cyprus Cannabis Association (CYCA). The CYCA is a collective of individuals and companies that will build the cannabis eco-system in Cyprus, and advancing the interests of a responsible, compliant, transparent and high-quality cannabis industry. He was recently chosen for a similar role in Belize, where he serves a consultant to the national parliament as they move towards national legalization.

Locally, Alex is a passionate advocate for patient accessibility and transparency in the Rhode Island cannabis market. Featured numerous times in local publications, Lavin has lobbied in

front of state legislature to expand the number of compassion centers to better serve our patients. He is currently the CEO of Growth Industries, parent company of Kelsy Green LLC, a licensed cultivator in Rhode Island. The company was issued its license in 2020 and currently supplies state compassion centers with flower grown from its proprietary genetics. Alex will bring the highest levels of cannabis expertise to CCNE and his leadership will ensure patients receive the safest and highest quality products possible.

Dr. Alvin Llanos – Chief Compliance Officer – Dr. Alvin Llanos is a clinical pharmacist with a Doctorates of Pharmacy from Florida Agricultural & Mechanical University. Dr. Llanos serves as a Pharmacist & Quality Control Supervisor with Growth Industries of New England (GINE) and its wholly owned subsidiary, Factum Pharmaceuticals, where he oversees multiple aspects of operations including manufacturing, laboratory testing, and quality control. Prior to his role at Growth Industries of New England, Dr. Llanos was with the University of Miami - Sylvester Comprehensive Cancer Center. Dr. Llanos was focused on inpatient, outpatient, and Pharmaceutical Research. Dr. Llanos had a multi-faceted role which provided medication therapy management and current drug information to health care professionals and patients. This included new medications, dosage requirements, indications, contraindications, pharmacokinetics, side effects, adverse reactions, and suitable formulary agents for use in specific therapies.

Dr. Llanos earned his residency from The Florida Department of Health & Florida A&M University where he first discovered many medical benefits with Cannabis & Hemp products being consumed by his HIV/AIDS patients. Dr. Llanos will help achieve a pharmaceutical standard level of compliance to CCNE. Dr. Llanos has extensive industry specific knowledge surrounding product testing, extraction components and best practices for product manufacturing. His experience in a regulated industry will ensure the highest standards for our products and the local cultivators who produce them. Dr. Llanos will also ensure that CCNE is focused on the highest standard of operating procedures for our employees, so our patients are certain to receive superior quality medicine in all aspect imaginable. Dr. Llanos believes potency, pesticides, heavy metals, and solvent residues are areas to focus on and always strives to give his patients and the industry the best medicine.

Steven Lee – Director of Operations – Steven is the co-owner of Meridian Printing based in East Greenwich, Rhode Island. In 2001, Steven and his business partner took Meridian private, purchasing the company and facility from Qakhill, an Irish registered public company. Over the past forty years, Meridian has established itself as one of the world's finest printing companies in the museum, retail, commercial and educational markets being honored with the industry's most prestigious awards. Steven begins his 20th year of managing the day-to-day operations of the business, overseeing largescale projects from design to production, and every manufacturing detail.

Steven has managed over a hundred employees in the manufacturing operations at Meridian, setting employee workplace safety standards at the highest levels. Using LEAN and TQM manufacturing methods, Steven has established multi-year operational efficiency in customer satisfaction, employee retention and ultimately financial profitability in a very competitive

manufacturing space. Communicating a safe environment, training and an open dialogue with Meridian staff has become even more essential with COVID-19. By March 6th, as COVID was raging through Italy and just starting in Westchester NY, Steven's family was directly affected by COVID and as a result Steven implemented a complete COVID employee safety program within the workplace, even before RI introduced complete guidelines for manufactures. As a RI manufacturer, Meridian has been able to keep their doors open throughout this pandemic and their COVID program was scored a 12/12 by the DBR in a recent inspection.

Steven brings his 30 years of manufacturing compliance whether using best manufacturing practices in the production of a world class coffee table books for the likes of Pete Souza (President Obama's Photographer), Richard Avedon, Ansel Adams or Annie Leibovitz – as well as workplace employee safety and compliance with Rhode Island business regulation and Federal OSHA regulations. His strong pedigree of success as a Rhode Island business owner and his management skills will translate into seamless operational excellence at CCNE.

Jay Warner – Director of Finance – A North Andover, MA resident, Jay currently serves as a Partner at Method Advisors, a Boston alternative investment firm that primarily services pension, endowments, and family offices. During his 20+ year career, Jay has served in a multitude of roles in the asset management industry. Prior to joining Method, Jay served as both the Chief Investment Officer and Chief Operating Officer at Balter Capital Management (BCM), an SEC Registered Investment Advisor. He co-founded the firm in 2007 to provide specialized research and advisory services to ultra-high net worth individuals, family offices, and institutions. Amongst his duties, Jay identified and acquired the firm's client base through strategic networking and research, eventually building the firm to peak assets over \$1.5 Billion. The firm's research was focused on non-traditional investment vehicles including hedge funds, private equity, and venture capital.

In 2012, Mr. Warner created a subsidiary to BCM, Balter Liquid Alternatives (BLA), to capture the growing trend toward consumer adoption of alternative investments and to pioneer a new alternative investment category. Through this venture, he sought out and raised the seed capital from a multi-billion-dollar family office. The scope of his role included ramping up the sales organization, product development, coaching and mentoring a staff of 15.

Jay brings an exceptionally strong financial background to CCNE, having led nearly every aspect, front-to-back of each investment business he founded. With multiple audits by the Security and Exchange Commission successfully completed, Jay has spent the majority of his career understanding and complying with strict federal banking regulations. Jay will bring the highest levels of integrity, ethics and business acumen to CCNE. His leadership will ensure responsible financial management, strategy execution and long-term sustainability. Jay is a vital member of the organization and will lead CCNE's financial team.

Joseph "Duke" Barclay – Director of Product Management – Joseph Barclay has been actively engaged in the medical and recreational cannabis industry for over 15 years. He is a

lifelong resident of Arcata, California, the birthplace of our country's modern-day cannabis market. Joseph is the owner and operator of several businesses covering all aspects of the industry with a special emphasis on top of the line genetics and cultivation. He brings years of invaluable experience to our team and will bring the west coast standard of excellence to Rhode Island patients.

Currently, Joseph is the owner and operator of The Fireplace, a 1600 square foot recreational dispensary in Arcata, CA. The Fireplace opened in early 2020 and has successfully weathered the storm of COVID -19. Operating in the global hub of cannabis, the store has been a hit amongst local connoisseurs for its knowledgeable staff and customer experience. Joseph will bring the operational excellence practiced at The Fireplace, to CCNE.

Joseph is also the owner of Peak Industries, an award-winning cannabis extract company that was one of the first Type-6, Non-volatile Manufacturing annual license holders in the state of California. In addition to the manufacturing license, Mr. Barclay is also the holder of an annual distribution license that has enabled him to help over 150 companies enter into the compliant legal market, which has increased the ability for patients to access high quality products throughout the state in a timely manner. Mr. Barclay was one of the first manufacturing license holders to implement the use of the State of California's track-and-trace system known as METRC, which makes him an expert in preventing product diversion.

Barclay also owns Royal Budline, an award-winning cannabis cultivation company that won accolades at California state compliant competitions. Royal Budline's award-winning flower has also been used to manufacture superior topicals and vape cartridges as well. These accomplishments alone, however, do not define his passion, nor his dedication to the industry. What drives his motivation is knowing that patients can access these products in a safe and meaningful way, without harm and with complete confidence in the products that his team creates and distributes. Throughout California you can find his company's topicals, pre-rolls, pills, infused pre-rolls, and high-end full spectrum CO2 oil.

In 2018, Mr. Barclay and three colleagues started Humboldt Sacred Roots (HSR), a state-of-the-art indoor nursery in Humboldt County, California that provides licensed cultivators with clean and consistent immature plants (clones) that originate from tissue cultured mother plants. He is METRC certified in California but is also knowledgeable in other CTS systems such as Biotrack, which he has used to track medical and recreational cannabis from the nursery to retail dispensaries across the state.

Additionally, Mr. Barclay has worked in an advisory capacity with CEO Alex Lavin at Growth Industries. There he oversees the cultivation operation and assisted in the development of their first-class facility in Warwick, RI. CCNE is certain to benefit from Barclay's experience in the Rhode Island market and familiarity with Rhode Island regulations.

Mark Cunningham – Assistant Director of Finance – Mark Currently serves as an Investment Analyst at Method Advisors, an alternative investment advisory firm in Boston.

At Method, Mark constructs hedge fund portfolios for high net worth individuals and family offices. His duties include client tax reporting, portfolio analysis, and fund due diligence.

Prior to Method Advisors, Mark was the Director of Operations at Invenomic Capital Management LP, a Long/Short Equity hedge fund manager. The firm managed assets at its peak in excess of \$250 million, at which point Mark was the sole operations employee at the firm, responsible for overseeing the fund's daily trading, cash management, investor relations, tax reporting and accounting.

Mark rose to his role at Invenomic bolstered by his experience at Balter Capital Management (BCM) for three years prior. At BCM Mark served as an Associate, analyzing client hedge fund portfolios along with overseeing the operations of a \$330 million Alternative Mutual Fund business (Balter Liquid Alternatives). He proved in his time in the investment management industry that he is a versatile and dynamic operations professional with experience running a business at the highest levels.

In addition to his roles in the finance industry, Mark has lent his services in a consulting capacity to Growth Industries of New England in Warwick, RI. At GINE Mark has helped develop the long-term company strategy, product packaging, and manages employee onboarding and payroll. This experience working with GINE has resulted in extensive knowledge of the cannabis market in a short period.

Board of Advisors

David Chenevert – Advisor – Dave Chenevert serves as Executive Director of the Rhode Island Manufacturing Association (RIMA), a role he has held since 2017. Prior to being appointed to this position, Mr. Chenevert owned and operated Swissline Precision Manufacturing in Cumberland, RI for 31 years. His track record and network have earned Dave the respect of his peers across the state, where he serves as a champion for the manufacturing industry and is passionate about creating future job growth in the industry. Dave is the Co-Founder of a local foundation, *We Make Rhode Island*, which is focused on educating local youth about industrial and manufacturing careers. His decades of experience as a businessman in Rhode Island bolster CCNE's management team.

Brad Dean – Advisor – Brad Dean, now Chairman, had served as CEO of Dean Warehouse since its founding in 1980. He has spent his entire career in warehousing, logistics, transportation, and supply chain management. Over the past 30 years, he has built the organization to be one of the most innovative supply chain management firms in the country. In doing so, Dean has created one of the industry's strongest management teams that includes a dozen top regional professionals. Brad Dean is the supporter of numerous philanthropic initiatives in Northern Rhode Island and serves on a variety of business and community boards. With decades of valued business experience in the State of Rhode Island and nationally, CCNE will derive substantial benefits from his role as an Advisor.

Stephen Flood – Security Advisor – Lieutenant Flood, a West Greenwich, RI resident, is a 25-year law enforcement professional that served in the Rhode Island State Police Department for almost 20 years. Lt. Flood demonstrated exceptional execution in the coordination of criminal investigations, canine handling, commercial enforcement, marine vessel operations, and court prosecutions. In his most recent position as Night Executive Officer, Lt. Flood was responsible for overseeing all statewide operations during the overnight hours, that including the supervision of patrol troopers and constant communication with Division Commanders.

With experience as a Patrol Supervisor, Court Officer, Marine Unit Supervisor and a Member of the K-9 Unit, Lt. Flood has extensive experience across multiple functions and departments that highlight his expertise and leadership capabilities. Lt. Flood will lead our efforts in identifying the appropriate personnel to fill critical roles in the security plan that we have developed. It goes without saying that the experience and knowledge he brings to CCNE is invaluable to our organization.

With the combined team of Directors, Executives and Advisors, CCNE has assembled a highly experienced group of professionals across multiple industries that have track records of success while adhering to the highest ethical standards. This leaves CCNE well positioned to leverage decades of perfecting the cannabis craft along with a solid corporate and financial backbone. Implementing safe and consistent procedures across our organization will lead to sustained success for CCNE and provide a level of satisfaction patients in Rhode Island have yet to expect.



**State of Rhode Island
Office of the Secretary of State**

Fee: \$35.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Non-Profit Corporation
Articles of Incorporation**

(Chapter 7-6-34 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is COMPASSION CENTER OF NEW ENGLAND

ARTICLE II

The period of its duration is X Perpetual

ARTICLE III

The specific purpose or purposes for which the corporation is organized are:

TO OPERATE A LICENSED MEDICAL MARIJUANA COMPASSION CENTER AND TO GROW AND PROVIDE MEDICAL MARIJUANA TO THE PATIENTS THEREOF AND THEIR CAREGIVERS, PURSUANT TO R.I. G. L. CH. 21-28.6, AS NOW IN FORCE OR HEREAFTER AMENDED, AND TO CARRY ON ANY OTHER ACTIVITY THAT MAY BE LAWFULLY CARRIED ON BY A CORPORATION FORMED UNDER THE RHODE ISLAND NONPROFIT CORPORATION ACT AS NOW IN FORCE OR HEREAFTER AMENDED.

ARTICLE IV

Provisions, if any, not inconsistent with the law, which the incorporators elect to set forth in these articles of incorporation for the regulation of the internal affairs of the corporation are:

NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR, OR ARISING OUT OF, A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR OF THE CORPORATION NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR, TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW, (I) FOR ANY BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION, (II) FOR ANY ACT OF SELF-DEALING (AS DEFINED IN SECTION 4941(D) OF THE INTERNAL REVENUE CODE), (III) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, OR (IV) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH THIS PROVISION BECOMES EFFECTIVE. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY OFFICER OR DIRECTOR FOR OR WITH

RESPECT TO ANY ACTS OR OMISSIONS OF SUCH OFFICER OR DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

ARTICLE V

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: C/O PARTRIDGE SNOW & HAHN LLP
40 WESTMINSTER STREET, SUITE 1100

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of its initial registered agent at such address is JOHN E. OTTAVIANI

ARTICLE VI

The number of directors constituting the initial Board of Directors of the Corporation is 3 and the names and addresses of the persons who are to serve as the initial directors are:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
DIRECTOR	JASON DOLLARHIDE	[REDACTED]
DIRECTOR	THOMAS P. MCGOVERN	[REDACTED]
DIRECTOR	JANE AHLEMEYER	[REDACTED]

ARTICLE VII

The name and address of the incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	JOHN E. OTTAVIANI	40 WESTMINSTER STREET, SUITE 1100 PROVIDENCE, RI 02903 USA

ARTICLE VIII

Date when corporate existence is to begin

(not prior to, nor more than 30 days after, the filing of these Articles of Incorporation)

Signed this 10 Day of December, 2020 at 2:03:32 PM by the incorporator(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-6.*

Enter signature(s) below.

JOHN E. OTTAVIANI

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 10, 2020 02:01 PM

A handwritten signature in dark ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State



COMPASSION CENTER OF NEW ENGLAND

A Rhode Island Non-profit Corporation

BYLAWS

ARTICLE I

NAME & LOCATION

1.1 Name.

The name of this corporation shall be Compassion Center of New England.

1.2 Location.

The principal office of the corporation for the transaction of its business is located at 298 Kilvert St., Bldg. 2, Warwick, Rhode Island 02886. This location may change and any updated will be reflected in reports filed with the Secretary of State of Rhode Island. The corporation may also have offices at such other places, within or without the State of Rhode Island, where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

ARTICLE II

PURPOSES AND POWERS

2.1 Purpose.

The stated mission of the organization is to operate a licensed medical marijuana compassion center and to grow and provide medical marijuana to the patients thereof and their caregivers, pursuant to R.I. G. L. ch. 21-28.6, as now in force or hereafter amended, and to carry on any other activity that may be lawfully carried on by a corporation formed under the Rhode Island Nonprofit Corporation Act as now in force or hereafter amended.

2.2 Powers.

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the purposes for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes.

2.3 Nonprofit Status.

Compassion Center of New England is a Rhode Island non-profit corporation

ARTICLE III

MEMBERSHIP

3.1 The corporation shall have no members.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number of Directors.

Compassion Center of New England shall have a board of directors consisting of at least three (3) and no more than fifteen (15) directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.2 Powers.

All corporate powers shall be exercised by or under the authority of the board and the affairs of Compassion Center of New England shall be managed under the direction of the board, except as otherwise provided by law.

4.3 Terms.

(a) All directors shall be elected to serve a three-year term, however the term may be extended until a successor has been elected. Terms will be limited to a maximum of three (3) terms.

(b) Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

(c) Directors may serve terms in succession.

(d) The term of office shall be considered to begin January 1 and end December 31.

4.4 Qualifications and Election of Directors.

Directors may be elected at any board meeting by the majority vote of the board of directors present at such meeting. The election of directors to replace those who have fulfilled their term of office shall take place in January of each year.

4.5 Vacancies.

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

4.6 Removal of Directors.

Any Director may at any time be removed from office for any cause deemed sufficient by the Board of Directors by the affirmative vote of two-thirds of the full number of Directors then in office acting at a meeting of the Board, the notice of which has specified the proposed removal.

4.7 Board of Directors Meetings.

(a) Regular Meetings. The board of directors shall have regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon at least four (4) days' notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hours' notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

(b) Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least 2 days' notice to each director of the date, time, and place, but not the purpose, of the meeting.

(c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with Rhode Island law.

4.8 Manner of Acting.

(a) Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

(b) Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(c) Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president in the order of presence shall have the power to swing the vote based on his/her discretion.

(d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any

means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.9 Compensation for Board Service.

Directors may receive compensation for carrying out their duties as directors, as determined by the board of directors. If a board member incurs reasonable expenses in carrying out his or her duties, the board members shall vote on reimbursement eligibility on a case by case basis.

4.10 Compensation for Professional Services by Directors.

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

4.11 Informal Action by The Board of Directors.

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by all of the directors then in office. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as all of the board members give consent.

ARTICLE V

COMMITTEES

5.1 Committees.

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors or in any committee which has the authority of the board;
- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;

- (e) appoint any other committees of the board of directors or the members of these committees;
- (f) expend corporate funds to support a nominee for director; or
- (g) approve any transaction;
- (i) to which the corporation is a party and one or more directors have a material financial interest; or
- (ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

5.2 Meetings and Action of Committees.

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.3 Executive/Governance Committee. The Board of Directors may establish an Executive Committee, consisting of at least two (2) Board members, and other officers of the Corporation. The Executive Committee shall have the full power of the Board of Directors to act between meetings of the Board upon matters which, in the judgment of the Committee, are of such nature as to require action prior to the next regular meeting of the Board of Directors but do not require a calling of a special meeting of the Board of Directors. Any action taken by the Committee involving the exercise of the powers of the Board of Directors shall be reported promptly to the Board and ratified at the next meeting of the Board following such action. The Executive Committee shall be subject to the authority of the Board of Directors in all matters. The Executive Committee shall present to the Board of Directors an annual evaluation of the performance of the Chief Executive Officer.

The Executive Committee shall develop policies that relate to the governance of the Corporation and the Board of Directors, including, but not limited to: determining criteria for board membership, development of recruitment tools, and periodically reviewing the bylaws

OFFICERS & AGENTS

5.4 Board Officers.

The officers of the corporation shall be a board president, secretary, and treasurer, all of

whom shall be chosen by, and serve at the pleasure of, the board of directors. One person shall not hold two offices with the permissible exception of a Secretary-Treasurer. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine.

5.5 Other Officers and Agents:

The Board of Directors:

(a) shall retain a chief executive officer: The Chief Executive Officer shall be an ex-officio, member of the Board of Directors. The Chief Executive Officer shall report to the President. The Chief Executive Officer shall have the authority to authorize transactions of the corporation that are consistent with the budget, particularly those pertaining to the regular operation of the organization.

(b) The Chief Executive Officer is responsible for the day-to-day responsibilities and management of the organization, including carrying out the organization's goals and policies, the day-to-day oversight of staff, hiring and terminating employees, the maintenance of all organization records, accounts, and temporalities. The Chief Executive Officer shall be entitled to reasonable compensation for his or her services, to be set by the Board of Directors.

5.6 Term of Office.

Each officer shall serve a one-year term of office and may serve consecutive terms of office. Unless unanimously elected by the board to fill a vacancy in an officer position, each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

5.7 Removal and Resignation.

The board of directors may remove an officer at any time, with or without cause. Any officer may resign at any time by giving written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

5.8 Board President.

The board president shall be the chief volunteer officer of the corporation. The board president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

5.9 Vice President.

In the absence or disability of the board president, the ranking vice-president or vice-president designated by the board of directors, if any, shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the board president.

5.10 Secretary.

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president.

5.11 Treasurer.

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board one or more financial directors or other qualified fiscal agents to assist in performance of all or part of the duties of the treasurer. It shall be the responsibility of the treasurer to ensure segregation of financial duties. No one person shall have more than one of the following responsibilities: (1) approval of transactions, (2) recording of transactions (bookkeeping), and (3) asset handling and disposition.

5.12 Non-Director Officers.

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VI

SEGREGATION OF FINANCIAL DUTIES, INDEMNIFICATION AND RELATED MATTERS

6.1 Contracts and Other Writings.

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the Chief Executive Officer, President, Treasurer or other persons to whom the

corporation has delegated authority to execute such documents in accordance with policies approved by the board.

6.2 Checks, Drafts.

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

6.3 Deposits.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

6.4 Loans.

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

6.5 Indemnification.

Each person who at any time is, or shall have been, a director or officer of the corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, employee or agent of the corporation, or is or has served at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such action, suit or proceeding to the full extent permitted under §7-6-6 of the Rhode Island Nonprofit Corporation Act, as from time to time amended. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, officer, employee or agent may be entitled, under any by-law, agreement, vote of disinterested directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

MISCELLANEOUS

7.1 Books and Records.

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of

the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

7.2 Fiscal Year.

The fiscal year of the corporation shall be from July 1 to June 30 of each year.

7.3 Conflict of Interest.

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

7.4 Nondiscrimination Policy.

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of Compassion Center of New England not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

7.5 Bylaw Amendment.

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

(a) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds ($\frac{2}{3}$) vote of a quorum of directors at a Board meeting.

(b) that all amendments be consistent with the Articles of Incorporation.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of Compassion Center of New England. were approved by the board of directors on December 10, 2020 and constitute a complete copy of the Bylaws of the corporation.



Jane Ahlemeyer, Secretary

Date: 12/11/20



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

COMPASSION CENTER OF NEW ENGLAND

is a Rhode Island Non-Profit Corporation organized on **December 10, 2020**. I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

December 10, 2020

Secretary of State



Certificate Number: 20120047480

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

CC FORM 4 -ANNEX B

NONE

CC FORM 4 – ANNEX C

NONE

**LETTER OF INTENT
BETWEEN COMPASSION CENTER OF NEW ENGLAND, A RHODE ISLAND
CORPORATION AND KELSY GREEN, LCC A RHODE ISLAND LIMITED
LIABILITY COMPANY**

The purpose of this Letter of Intent (“**LOI**”) is to set forth the mutual understanding and intent of Compassion Center OF New England, a Rhode Island Corporation (“**LRCC**”) and Kelsy Green, LLC, a Rhode Island Limited Liability Company (“**KG**”) (together, the “Parties” and individually, a “Party”), for the Parties to enter into a business relationship upon CCNE receiving licensing from the State of Rhode Island’s Department of Business Regulation Office of Cannabis Regulation, for a Medical Marijuana Compassion Center.

1. Background/Proposed Terms

The following provides relevant background information and initial proposed framework for the Parties in contemplating a definitive and final agreement.

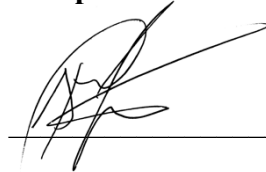
1. CCNE wishes to acquire medical marijuana products from KG produced in accordance with Rhode Island state law, for the sale of same in CCNE’s intended medical marijuana Compassion Center. KG agrees and intends to wholesale its cannabis products, in accordance with Rhode Island state law, to CCNE for the sale of same upon CCNE receiving the required licensing from Department of Business Regulation Office of Cannabis Regulation.
2. The Parties will negotiate in good faith the terms and conditions of the transaction documents in accordance with these terms.

NOTICE: THIS LETTER OF INTENT IS NOT THE FINAL AGREEMENT, ONLY THE FINAL AGREEMENT AMONG THE PARTIES WILL BE BINDING.

If the terms of this LOI are acceptable to you, please date and sign where indicated below:

Date: December 1, 2020

Compassion Center New England:

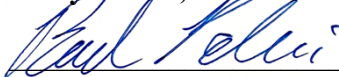


Signature

Steven Lee
Print Name

Date: December 1, 2020

Kelsy Green, LLC:



Signature

Raul Palacios
Print Name

**LETTER OF INTENT
BETWEEN COMPASSION CENTER OF NEW ENGLAND, A RHODE ISLAND NON-
PROFIT CORPORATION AND BAYSIDE GROWERS, LLC A RHODE ISLAND
LIMITED LIABILITY COMPANY**

The purpose of this Letter of Intent ("LOI") is to set forth the mutual understanding and intent of the Compassion Center Of New England, a Rhode Island Non-Profit Corporation ("CCNE") and Bayside Growers, LLC, a Rhode Island Limited Liability Company ("BG") (together, the "Parties" and individually, a "Party"), for the Parties to enter into a business relationship upon CCNE receiving licensing from the State of Rhode Island's Department of Business Regulation Office of Cannabis Regulation, for a Medical Marijuana Compassion Center.

1. Background/Proposed Terms

The following provides relevant background information and initial proposed framework for the Parties in contemplating a definitive and final agreement.

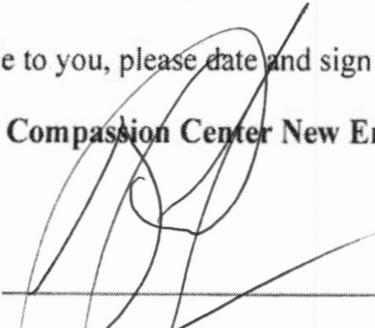
1. CCNE wishes to acquire medical marijuana products from BG produced in accordance with Rhode Island state law, for the sale of same in CCNE's intended medical marijuana Compassion Center. BG agrees and intends to wholesale its cannabis products, in accordance with Rhode Island state law, to CCNE for the sale of same upon CCNE receiving the required licensing from Department of Business Regulation Office of Cannabis Regulation.
2. The Parties will negotiate in good faith the terms and conditions of the transaction documents in accordance with these terms.

NOTICE: THIS LETTER OF INTENT IS NOT THE FINAL AGREEMENT, ONLY THE FINAL AGREEMENT AMONG THE PARTIES WILL BE BINDING.

If the terms of this LOI are acceptable to you, please date and sign where indicated below:

Date: December 10, 2020

Compassion Center New England:



Steven Lee

Date: December 10, 2020

Bayside Growers, LLC:



George A. Nolan

CC FORM 4 – ANNEX E

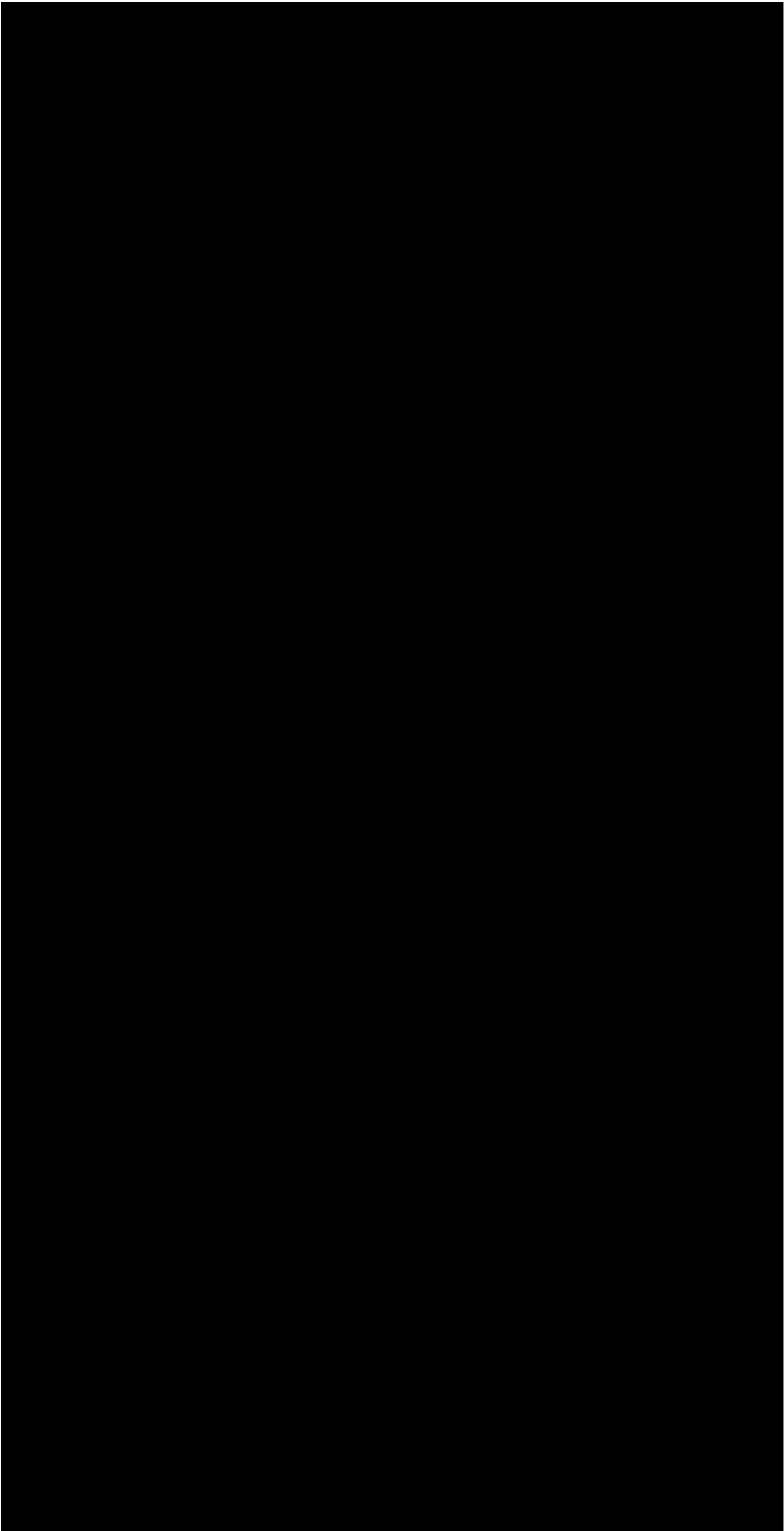
NONE

ANNEX F: LIST OF ALL REAL ESTATE TO BE LEASED BY APPLICANT

Compassion Center of New England (CCNE) has entered into a lease with Dean Warehouse Services, Inc. which is to be effective upon a favorable award of a Compassion Center license.

The General Terms of the lease are:

LANDLORD -	Dean Warehouse Services, Inc 70 Industrial Road, Cumberland RI 02864 Attn: Joseph R Iovini
TENANT -	Compassion Center of New England 298 Kilvert St, Bldg 2, Warwick RI 02886 Attn: Steven Lee
PREMISES-	After building improvements are complete, there will be approximately 3,800 gross rentable square feet of space in the Building.
TERM-	From the Commencement Date to and including September 30,2031.
COMMENCEMENT DATE-	April 1, 2021
TERMINATION DATE-	September 30,2031
OPTION TO EXTEND-	Two (2) five (5) year options



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

**COMPASSION CENTER
OF NEW ENGLAND**

298 KILVERT ST BLDG 2, WARWICK, RI 02886
DECEMBER 11, 2020



**AHARONIAN
& ASSOCIATES, INC.
Architects**
401-232-5010
www.arch-eng.com

CC FORM 4 – ANNEX G

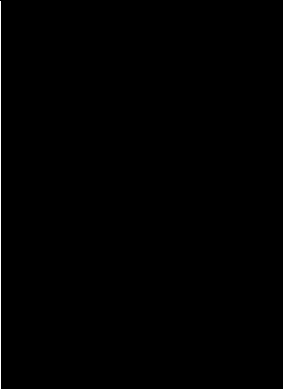
NONE

CC FORM 4 - ANNEX H

Compassion Center of New England

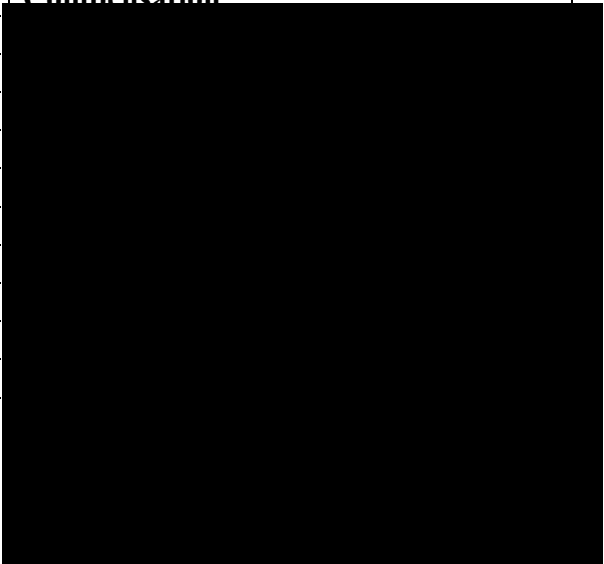
- i. All officers, directors, managers, and other persons having managerial or operational control of Applicant/Licensee;

Below please find the annual compensation for such individuals:

<u>Name</u>	<u>Title</u>	<u>Compensation</u>
Jason Dollarhide	President	
Jane Ahlemeyer	Secretary	
Thomas McGovern	Treasurer	
Alex Lavin	Chief Executive Officer	
Alvin Llanos	Chief Compliance Officer	
Steven Lee	Director, Operations	
Jay Warner	Director, Finance	
Joseph Barclay	Director, Product Management	
Mark Cunningham	Assistant Director of Finance	

- ii. The ten (10) other persons with the highest-level annual compensation.

Below please find the annual compensation for these individuals who have yet to be identified

<u>Position</u>	<u>Compensation</u>
Director, General Manager	
Director, Patients Services & Community Outreach	
Director, HR	
Director, Security	
Director, Compliance & Patient Services Coordinator	
Compassion Center Manager	
IT Manager	
Admin Manager	
Office Support	
Maintenance - Retail	

CC FORM 5

BUSINESS LICENSE IDENTIFICATION FORM

Applicant hereby state(s) as follows:

With respect to Applicant and any Owner or Interest Holders described in Form 2, Section I, such persons have either applied for or are currently or have been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in the below states or jurisdictions and corresponding agency or authority.

State & Name of Agency	Type of License	Name of Licensee	License or Registration #
California Department of Food & Agriculture	Medical-Nursery	Provisional Cannabis Cultivation License	CCL19-0000028
California Department of Food & Agriculture	Medicinal-Specialty Indoor	Provisional Cannabis Cultivation License	CCL-0000027
California Bureau of Cannabis Control	Adult Use and Medical Distributor License	Provisional Distribution License	C11-0000344-LIC
California Bureau of Cannabis Control	Adult Use Retailer License - Storefront	Provisional Retail Dispensary License	C10-0000650-LIC
Rhode Island Department of Business Regulation	Medical Marijuana Cultivator License	Cultivator License	CV 0044

Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in CC FORM 3.

Applicant hereby authorizes: (1) the Rhode Island Department of Business Regulation to contact the agencies indicated above for information regarding Applicant and the licenses/registrations listed above; and (2) such other state agencies to provide any and all information requested by the Department regarding the licenses/registrations. If requested by the Department, Applicant will provide any additional authorization required by any of the state agencies in order to provide information requested by the Department.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the statements made in this Form 5 and that each such notice shall include an updated Form 5.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 5 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

STATE OF RHODE ISLAND

DEPARTMENT OF



BUSINESS REGULATION

MEDICAL MARIJUANA PROGRAM

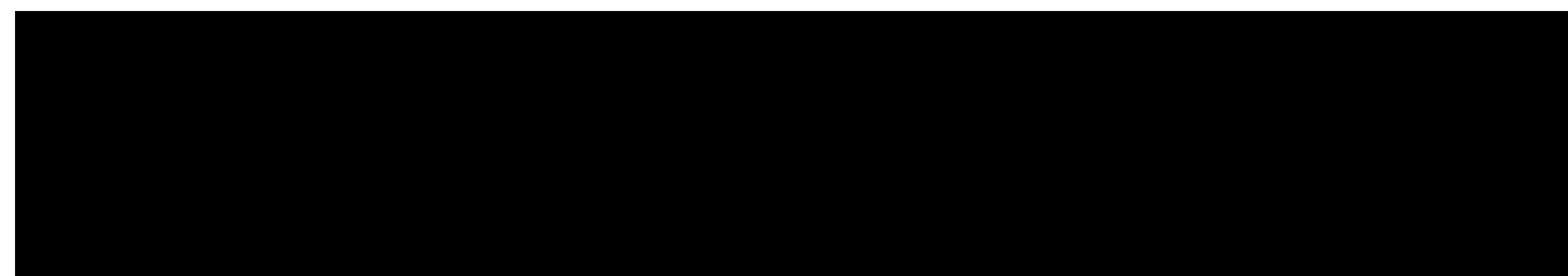
MEDICAL MARIJUANA CULTIVATOR LICENSE

LICENSE NUMBER MMP CV 0044 (CLASS B)

This is to certify that

Kelsy Green, LLC

has made application to engage in the business of medical marijuana cultivation
at



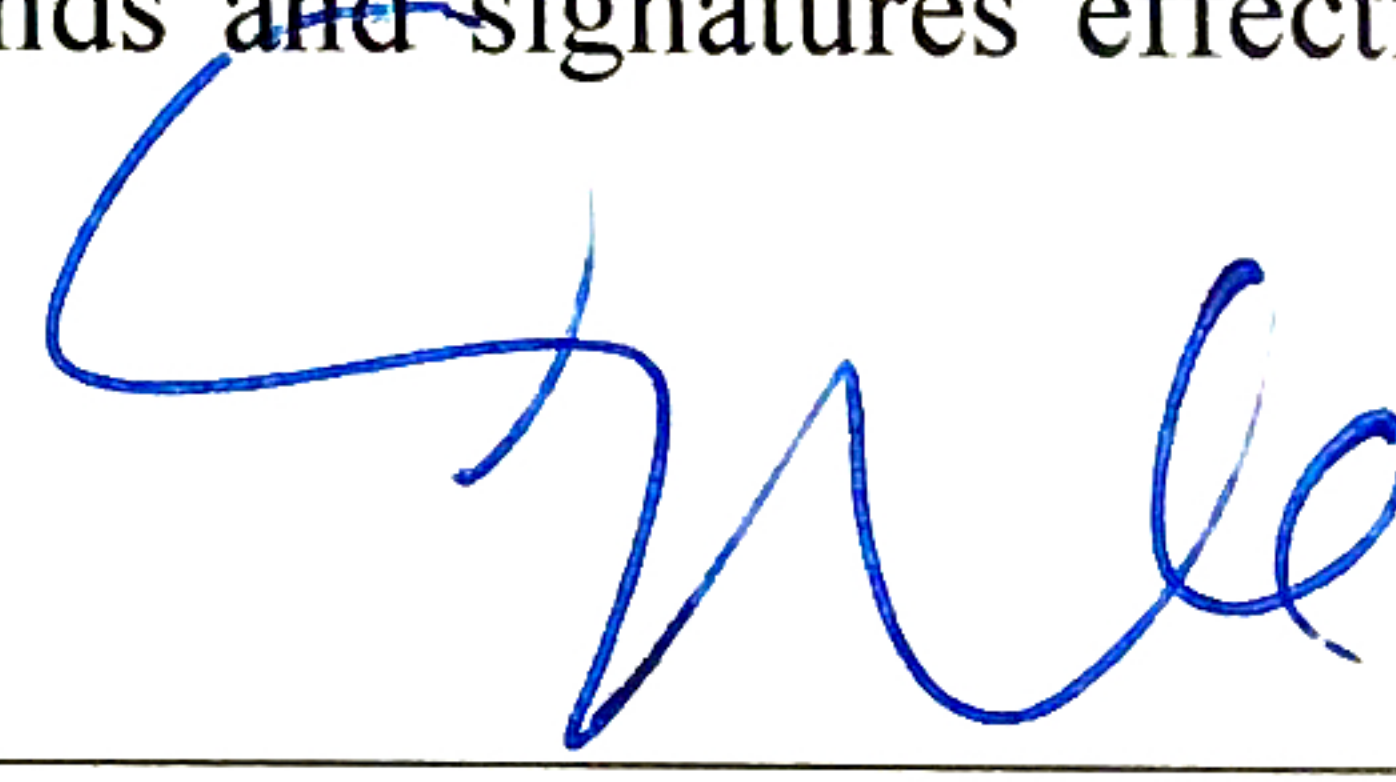
in accordance with Chapter 28.6 of Title 21 of the General Laws of 1956, as amended, and Regulations promulgated thereunder, and has complied with all other requirements of said Chapter and Regulations,

NOW, THEREFORE, BE IT KNOWN THAT authority is hereby granted to the above-named licensee to conduct business in accordance with the provisions of the aforesaid Chapter and Regulations. This license remains in full force and effect until surrendered, suspended or revoked,

In Witness Whereof, we have hereunto set our hands and signatures effective as of the 6th day of March, 2020.



Associate Director



Director of the Department of Business Regulation

This license is issued solely to the party named and for the location designated. It is not assignable or transferrable to any other party or to any other location without the written approval of the Director of the Department of Business Regulation.

Effective: March 6, 2020 Expires: March 6, 2021

**THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
AT THE LOCATION WHERE BUSINESS IS LEGALLY CONDUCTED.**



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

California Department of Food and Agriculture
1220 N Street
Sacramento, CA 95814



PROVISIONAL CANNABIS CULTIVATION LICENSE

Legal Business Name:

Tastebud LLC

Main Premises APN:

Humboldt County - 507-121-047

Main Premises Address:

4651 West End Rd Ste A
Arcata, CA 95521

Valid:

10/30/2020 to 10/29/2021

License Number:

CCL19-0000027

License Type:

Medicinal-Specialty Indoor

--- PROVISIONAL LICENSE PURSUANT TO BPC 26050.2 ---

Additional Premises APN(s):

Additional Premises Address(es):



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

California Department of Food and Agriculture
1220 N Street
Sacramento, CA 95814



PROVISIONAL CANNABIS CULTIVATION LICENSE

Legal Business Name:

Tastebud LLC

Main Premises APN:

Humboldt County - 507-121-047

Main Premises Address:

4651 West End Rd Ste A
Arcata, CA 95521

Valid:

07/24/2020 to 07/23/2021

License Number:

CCL19-0000028

License Type:

Medicinal-Nursery

--- PROVISIONAL LICENSE PURSUANT TO BPC 26050.2 ---

Additional Premises APN(s):

Additional Premises Address(es):



**BUREAU OF
CANNABIS
CONTROL**
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

Adult-Use - Retailer License
Provisional
Storefront

LICENSE NO:
C10-0000650-LIC

LEGAL BUSINESS NAME:
**FIREPLACE MANAGEMENT
INCORPORATED**

PREMISES:
1041 F Street
Arcata, CA 95521



VALID:
11/7/2019

EXPIRES:
11/6/2021



Non-Transferable

*Prominently display this license
as required by Title 16 CCR § 5039*

Scan to verify this license.



Valid:

11/7/2019

Expires:

11/6/2021

License No:

C10-0000650-LIC

Legal Business Name:

FIREPLACE MANAGEMENT
INCORPORATED

Premises Address:

1041 F Street Arcata, CA 95521

1. Use your smartphone camera to scan the QR code for licensing information.
2. If your camera doesn't have scanning functionality, you can look up a location at [CApotcheck.com](https://www.capotcheck.com) using license number C10-0000650-LIC.





**BUREAU OF
CANNABIS
CONTROL**
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

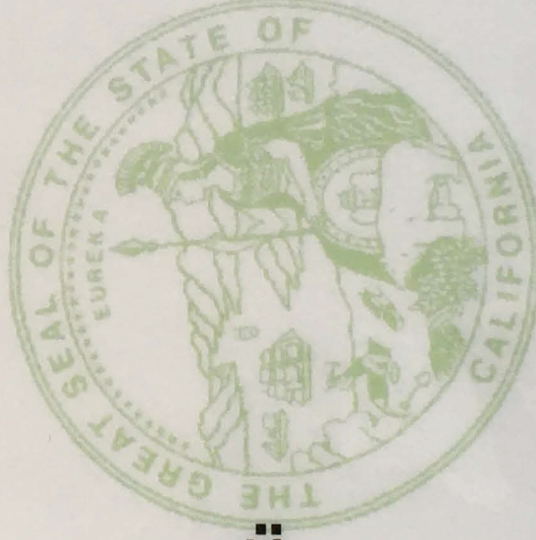
Adult-Use and Medicinal - Distributor License Provisional

**LICENSE NO:
C11-0000344-LIC**

**VALID:
6/13/2019**

**LEGAL BUSINESS NAME:
PEAK INDUSTRIES
INCORPORATED**

**EXPIRES:
6/12/2021**



**PREMISES:
5720 WEST END RD, SUITE 2
ARCATA, CA 95521-9296**



CC Exhibit A – Disclosure of Material Financial Interests/Divestiture Plan

Attach hereto as CC Exhibit A is Applicant's complete disclosure statement of any material financial interests or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee and a plan of divestiture in compliance with §§ 1.2(C)(4)(i) & 1.2(F)(7). Please review the definition of "material financial interest or control" in § 1.1(A)(30) of the Regulations.

The materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

DIVESTITURE PLAN

(Application Form Part 5 – CC Exhibit A)

In this Application, Applicant has identified several instances where a key person or interest holder in Applicant may have a material financial interest and/or control in Kelsy Green, LLC (“KG”), a Rhode Island-licensed cultivator. If approved for a compassion center license, Applicant proposes the following divestiture plan in accordance with §§ 1.2(C)(4)(i) & 1.2(F)(7) of the Regulations.

Lenders to Applicant

Most of the lenders to Applicant identified in this Application are also investors in Growth Industries of New England, LLC (“GINE”), which is the sole owner of KG.

If approved for a compassion center license, Applicant will refinance this debt with one or more unrelated third parties.

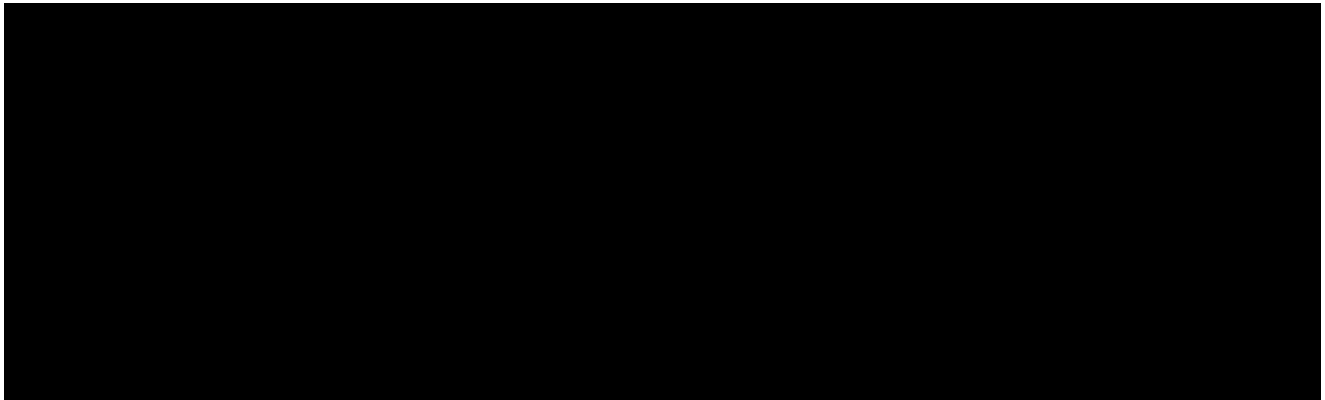
Management of Applicant

Messrs. Lavin, Barclay, Llanos, Lee, and Warner are proposed officers or key personnel of Applicant, and also key/personnel or officers or managers of KG or GINE.

If approved for a compassion center license, all will resign their positions from GINE and KG as applicable.

Ownership of GINE

By virtue of their ownership interest in GINE, Messrs. Lavin, Barclay, Llanos, Lee and Warner would have an ownership interest in KG and also would be key persons/interest holders in Applicant.



In all cases, Applicant agrees to provide documents or other evidence of the plans of divestiture to RI DBR before any licensed operations begin. If Applicant is awarded a compassion center license, Applicant also is willing to consider alternate plans of divestiture if one or more of these plans are not acceptable to RI DBR.

CC Exhibit B – Compliance Plan

Attach hereto as CC Exhibit B evidence of appointment of a Compliance Officer for the proposed Compassion Center including Applicant's legal and operational compliance plan in accordance with § 1.2(C)(4)(I) of the Regulations.

The compliance plan must include, without limitation, a written description of Applicant's policies, procedures, and plan with regard to patient privacy, sales to out-of-state patients, procedures for access to restricted areas, affiliations with local patient and community organizations, employee/workplace drug use policies/procedures, compliance testing policies/procedures, and Applicant's proposed policies/procedures/mechanisms to ensure compliance with prohibited financial interests and, if applicable, the additional requirements for establishing and maintaining its nonprofit status.

The plan and materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/15/2020

Date

Dr, Alvin Llanos

Printed Name

Print Title: Chief Compliance Officer

Print Name of Applicant/Licensee: Compassion Center of New England

Form 5 CC Exhibit B – Appointment of Chief Compliance Officer

Attach hereto as CC Exhibit B, The Compassion Center of New England (CCNE), upon the issuance of one of the six (6) new compassion center licenses, CCNE will appoint Dr. Alvin Llanos as our Chief Compliance Officer. His responsibilities include but are not limited to the oversight of CCNE's proposed compliance program which will meet the stringent requirements the State of Rhode Island and the Department of Business Regulations.

Upon the issuance of a compassion center license, CCNE will formally engage with an employment contract that appoints Dr. Llanos as the CCO of CCNE.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided.



Signature of Authorized Signatory

12/14/2020

Date

Printed Name: Steven Lee

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England



Signature of Authorized Signatory

12/14/2020

Date

Printed Name: Dr. Alvin Llanos

Print Title: Chief Compliance Officer (Proposed)

Print Name of Applicant/Licensee: Compassion Center of New England

CCNE Exhibit B – Compliance Plan

Compassionate Center of New England's ("CCNE") experience in compliant medical cannabis distribution and sales is deeply rooted in a disciplined chain of custody tracking and redundancy in inventory control coupled with operators with proven track records of success when it comes to regulated medicine and other highly regulated industries. Starting with the head of Compliance, Dr. Alvin Llanos, CCNE's Chief Compliance Officer. Dr. Alvin Llanos is a clinical pharmacist with a Doctorates of Pharmacy from Florida Agricultural & Mechanical University. Dr. Llanos serves as a Pharmacist & Quality Control Supervisor with Growth Industries of New England (GINE) and its wholly owned subsidiary, Factum Pharmaceuticals, where he oversees multiple aspects of operations including manufacturing, laboratory testing, and quality control. Prior to his role at Growth Industries of New England, Dr. Llanos was with the University of Miami - Sylvester Comprehensive Cancer Center. Dr. Llanos was focused on inpatient, outpatient, and Pharmaceutical Research. Dr. Llanos had a multi-faceted role which provided medication therapy management and current drug information to health care professionals and patients. This included new medications, dosage requirements, indications, contraindications, pharmacokinetics, side effects, adverse reactions, and suitable formulary agents for use in specific therapies.

Dr. Llanos earned his residency from The Florida Department of Health & Florida A&M University where he first discovered many medical benefits with Cannabis & Hemp products being consumed by his HIV/AIDS patients. Dr. Llanos will help achieve a pharmaceutical standard level of compliance to CCNE. Dr. Llanos has extensive industry specific knowledge surrounding product testing, extraction components and best practices for product manufacturing. His experience in a regulated industry will ensure the highest standards for our products and the local cultivators who produce them. Dr. Llanos will also ensure that CCNE is focused on the highest standard of operating procedures for our employees, so our patients are certain to receive superior quality medicine in all aspect imaginable. Dr. Llanos believes potency, pesticides, heavy metals, and solvent residues are areas to focus on and always strives to give his patients and the industry the best medicine.

At CCNE we believe creating an ethical and responsible environment from which to build a robust compliant program must start at the top and be reinforced throughout the organization. We feel that Dr. Llanos' background and strong understanding of registered drug distribution coupled with his deep knowledge of cannabis and hemp brings a level of compliance that will reinforce the Rhode Island cannabis industry and bring efficacy and understanding to CCNE's medical cannabis activities.

1. Client Privacy and Record Keeping:

At CCNE, we take client privacy and right for anonymity as the cornerstone of trust. Realizing all clients have a different approach to medical cannabis our trained professional are there to assist with medical product selection while not making the process one burdened with unknown results. The CCNE dispensary will operate in an almost fully paperless environment. Our state certified BioTrackTHC software provides effective cutting-edge

technology solutions specifically for the emerging retail medical cannabis industry. The program is designed to prevent product theft or diversion, assist in easy inventory analysis on a daily basis, streamline retail operations and connect to the Rhode Department of Business development database to assure patient compliance with all the rules and regulations. The BioTrack system offers CCNE the financial reporting and regulatory compliance features being requested specifically by the Rhode Island Department of Business Regulation (DBR). The system will also provide the audit trail for constant oversight of our recordkeeping. It will be completely transparent for Rhode Island DBRD audits and investigations as well as keep us current with tax payments due to the State of Rhode Island and local entities. It is a server-based system with advanced security features and clients can rest-assured that no one can access their personal business or consumer information without their permission. Our data will be stored on a secure server and not Cloud based.

The BioTrackTHC system is specifically designed to prevent product theft or diversion from medical cannabis Dispensary operations while:

- Maintaining All Client Privacy and Anonymity
- Processing Facility to Dispensary Location Tracking
- Inventory Tracking & Control
- Patient Management
- Point-of-Sale System
- Easy Accounting Reporting

The customer management tools allow for the collection of all patient information. Once a sale is generated the system captures all of the information, including, but not limited to date of transaction, name, product, quantity (oz. purchase), and Rhode Island medical cannabis registry ID card. The system will also capture the employee who recorded the sale via pin number ensuring the agent ringing up the sale maintains accountability. The system will be fully compliant with Rhode Island rules § 1.2(C)(4)(I).

All additional documentation captured on the patient through the pharmacist can be scanned directly into the BioTrack system. We can track data management on patients such as whether they qualify for financial assistance and at what level in the programs we offer, accepted educational materials, declined materials, and whether they were declined due to receiving their monthly amount or card expired, etc.. This system will also allow for reciprocal out of state transactions and compliancy.

Detailed reports will be evaluated daily and monthly and exception reports will be created daily for the pharmacists and CCNE's compliance officer to review.

The system will incorporate and be fully compliant § 1.2(C)(4)(I), including the ability to recall any cannabis product by contacting affected customers, provision for contacting the affected cultivation or processing center and the Rhode Island Department of Business Regulation within 24 hours and any appropriate outreach media. All recalled cannabis

product will be properly disposed of in accordance with all applicable regulatory requirements as outlined in section E.

As with any system involved with patient data, security is a top priority. Each BioTrackTHC client utilizes the latest Secure Socket Layer (SSL) encryption technology to ensure a secure operating experience. In addition to every user's separate log-in information, the system has the option to use either a personal identification number (PIN) or a biometric scan for even more security.

Third party auditors will perform spot checks on our system to verify that the dispensary reconciliations are transparent and accurate while balancing and accounting for its inventory correctly. CCNE intends to hire a third-party auditor and bookkeeper to oversee the monthly reports and quarterly tax documentation. They will set up a procedure where they do random appearances to check inventory, cash levels, exception reports and problems that may have occurred, to assure all records are being accurately maintained, reconciled and there is no diversion of product or cash from the dispensary. These quarterly reports and annual audits will be made available to bankers, lawyers and the appropriate Rhode Island DBR officials. The agent in charge will conduct a document audit of the dispensary's daily inventory to generally accepted accounting principles once every 30 days. Any discrepancies will be reported to law enforcement as required and will be subject to corrective action by the dispensary. Quarterly audit including balance sheet, income, and weekly cannabis inventory and sales, will be provided to the Division on a quarterly basis and audited annually.

Financial, bank account records, inventory, acquisition and disposal records will be retained in a secured and locked location for five years.

Disposal of medical cannabis will be part of the inventory control system, including details about the products destroyed, the date of disposal and the name and address of the disposal company.

Returns will not be accepted, and any abandoned product will be accounted for and properly destroyed. The Rhode Island DBR will be provided access to the inventory control system and will be provided access to all electronic or paper records upon request, including, without limitation, operating procedures; inventory records, policies and procedures; security records, audit records, staffing plan, and business and financial records.

In the event of product loss, this will be accounted for on a daily basis when inventories are taken either at the end of the day or the beginning of a shift. If anything seems to be missing, the Director of Security will create a case file to document all the facts and interview all employees that worked the shift where product was deemed to have gone missing. This will include analyzing video footage, and door entrances/exits. Once a determination is made as to the discrepancy, a report is filed with the DBR. If the discrepancy is determined that theft was the issue, local law enforcement and the Rhode DBR will be notified within 48 hours or as soon as there is a final determination. The report

to the DBR shall include the name and address of the dispensary, the amount and type of cannabis lost or stolen, the circumstances surrounding the loss or theft, the date and time of the loss or theft, the date the loss or theft was discovered, the person who discovered the loss or theft and the person responsible for the loss or theft if known and any other information that the reporter believes might be helpful in establishing the cause of the loss or theft.

Everything will be kept HIPAA compliant. This protocol will be developed by our attorney handling regulatory issues and audited by them on a monthly basis.

As BioTrack is an up to date system, reports can be pulled on any given day that the Rhode Island DBR drops by to inspect us and do an audit. If the dispensary is not busy with patients, a quick live audit could be performed on all inventory in the building and compare that to what our BioTrack system lists as inventory. Cash could be counted and compared the same.

The Rhode Island DBR auditors can have access to all previous monthly reports and exception reports to determine if there are any on-going inventory issues. They will be provided the quarterly audit reports from the third-party audit company.

Each client also has their own dedicated server, which can be onsite or at any location of their choice, onto which their critical data is stored and backed up. Unlike other systems, BioTrack is not web based. Thus, sensitive data is never sitting out on the Internet and clients are never completely dependent on an internet connection to do business.

2. Out of State Sales of Compliant Cannabis:

Rhode Island is a medical reciprocal state, thus creating a system for compliantly transacting medical cannabis with a partner medical program protocol. If you are a patient with a valid out of state MMJ card, you can legally purchase medical cannabis from the CCNE facility. New out-of-state patients will be required to complete a CCNE new patient form to be entered into our system. Under the Rhode Island Department of Business Regulations regulations, an out of state patient is allowed the following limit: 2.5 oz of usable cannabis or its equivalent, converted usable weight for edibles and concentrates as set by the DBR during a 15-day period. The client must bring their state-issued photo ID or Passport as well as their current state-issued MMJ card. If you are visiting the CCNE dispensary for the first time you will also be required to fill out our new patient form along with our Indemnification and HIPAA form.

3. Procedures for Access to Restricted Area:

At the CCNE secure dispensing location all access is controlled by central security. As indicated in our floor layout, natural man trap environments are created curating natural “secure” areas. All doorway and easements are RFID and biometric controlled and accessed, all entries and exits are time stamped and ID code recorded. Employees are

granted unique ID codes allowing security to grant or deny access to secure areas given the level of clearance each employee has. No unauthorized entry or exit can take place with specific supervision from central security.

4. Affiliations With Local Patient And Community Organizations

Within the cannabis industry, CCNE is a leader in Environment, Social, and Governance practices (“ESG”), including workplace diversity, health and safety, human rights, product integrity, community relations and outreach, safety, product quality, and corporate philanthropy. CCNE welcomes all people of all genders, ages, races, and religious affiliations across the entire socio-economic continuum. Our commitment to diversity and community outreach is reflected among our executive team and staff, supply chain, and by our commitment to the diverse communities and clients we serve.

CCNE supports our communities through a variety of methods that enhance our neighbors’ lives as well as those of our employees. We always intend to be a responsible part of the communities with which we work. This intention is integrated into our core values and not isolated from our central business routines. As a strong proponent of workforce development, local hiring, continuing education, quality healthcare, dependable infrastructure, and renewable energy, CCNE believes in strengthening the fabric of the local area and driving towards sustainable economies and true development for all. We believe that as a company with strong employee relations, workplace practices, and community outreach, we enjoy higher productivity, higher morale, and lower turnover and absenteeism, making us better positioned for growth and success than our less progressive competitors.

Over the past twelve months, CCNE has received suggestions and insights from our outreach into the local community. Community stakeholders responded positively to CCNE and its mission, objectives and plans, and wanted to know more specifics regarding the number of jobs available, projected job growth, our diversity purchasing policy, the planned frequency and methods for our community outreach, the process and availability of not-for-profit funding streams, and the actual percentage goals. In addition, stakeholders voiced concern about opportunities lost to outside firms, desiring a true commitment to local hiring and local vendors. They asked for strong consideration and adherence to the Americans with Disabilities Act (“ADA”). Veterans were also praised and urged to be included in our search for clients and employees. In response to this valuable community feedback, CCNE created the position of Community Outreach Manager. The Community Outreach Manager will be the “go-to” person for community questions, concerns, and suggestions.

Our conversations with community stakeholders often presented opportunities for education as well. We were able to explain the true facts about Rhode Island’s medical cannabis program, and what it means to have a dispensary in a neighborhood. Issues of safety, transportation, traffic, security, drug abuse, and crime were all discussed and addressed. Most community fears were mollified or allayed by positive examples in other locations throughout the United States and the safety in compliant medical cannabis programs. CCNE’s definition of diversity and community outreach refers to the variety of backgrounds

and characteristics found in the Warwick community and Kent county as whole. It embraces all aspects of human similarities and differences. Although diversity is an inclusive concept, the country's current reality compels attention to addressing issues related to those individuals and groups that have historically been adversely affected.

Diversity specifically refers to differences among people as to age, sex, culture, race, ethnicity, religion, color, gender identity or expression, disability, national origin, ancestry, political ideology, sexual orientation, and veteran status. Diversity is a fundamental corporate value at CCNE. CCNE is committed to identifying, building, and maintaining relationships with clients, contractors, vendors, suppliers and employees in our local community. Our goal is that these professional relationships will reflect the diverse population of the Kent county area and surrounding region. CCNE will be a truly inclusive and welcoming environment where all persons will feel comfortable to work, get advice, and be a client.

CCNE's Plan has the following objectives:

1. Employ a talented staff of employees representing the ethnic and cultural diversity of Rhode Island.
2. Contract with vendors and suppliers representing the Rhode Island market to ensure a balanced representation of minority, women, veteran, and disadvantaged businesses.
3. Initiate a marketing effort targeting prospective customers from all ethnicities and backgrounds in the Kent county community.
4. Be a strong and effective member of the community focused on healthcare, education, environment, and economic development.
5. Implement a diverse supplier utilization goal of 33% of all spending.

CCNE will promote diversity and wellbeing for community and ensure all persons receive an equal opportunity in employment and inclusion.

5. Employee/Workplace Drug Use Policies/Procedures

Workplace employee climate and environment are set by upper management. Plainly said, an unprofessionally run business has no one to blame but management. Employee conduct is exemplified by those in charge. Substance abuse and employee conduct is taken very seriously. Prohibited conduct and drug use while employed on job are strictly prohibited. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- Dishonesty;
- Falsification of Company records;
- Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- Possession or control of illegal drugs, explosives, or other dangerous or unauthorized materials;
- Possession of any weapon, unless employed by the Company as its Director of Security or a third-party security guard;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- Unauthorized or careless use of the Company's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment or discrimination;
- Unauthorized use or disclosure of the Company's confidential information;
- Violation of any Company policy.

6. Third Party Compliance Testing

CCNE will partner with a yet to be determined state-certified third-party testing lab for the analytics of all material that enters our facility. CCNE will work only with third-party testing labs that employ UPLC/HPLC and mass spectrometry technology will to determine:

- Microbiological contaminants;
- Mycotoxins;
- Pesticide active ingredients;
- Residual solvent; and
- Active ingredient content (THC, THCA, THCV, CBD, CBDA, CBDV, CBN, CBG, CBC, other cannabinoid components > 01%, and terpene content.

We believe having the correct tool for the job allows for the correct information to be gathered. Implementing UPLC/HPLC technology because it offers the highest standard of data collection and most accurate testing available for all aforementioned issues in today's technology.

Samples of all genetic material of brands distributed will be pre-tested before allowing floorspace on the retail floor, certifying all levels of active compounds fall within ours and the Department of Business Regulation's standards for targeted medicine. Those sample results will be available online and at the retail locations for patients to review. Samples will be taken randomly as each batch is taken and tested to ensure efficacy is maintained throughout our system of distribution, and that our genetic products maintain absolute consistency with our patients' therapeutic needs. All sample data will be readily available online and at the retail location for our patients' verification for efficacious treatment.

For each lot of products we intake we shall select a statistically representative sample for submission to the state approved laboratory *prior* to being released to our dispensing facilities. Once the sample is taken, the Compliance Officer will weigh and seal the sample, and log the weight, date and time it was taken into the tracking management system. The Compliance Officer will then deliver the sample in person to the state certified laboratory. Once the sample is in the lab's possession, the sample will be re-weighed, photographed and logged into the lab's system. The Compliance Officer will then log the receiving paperwork into the tracking management system as "delivered to lab." Any remaining genetic material remaining in the lab's possession after all testing has been conducted is destroyed by the lab according to state regulations. The test data will be logged into the tracking system by lot number and date, and the information will be available for patients' review – at their convenience – on our website, and available at our retail location. Lab data for each lot will be available for 12 months both on our website and at our retail site.

Any tested lot that falls below state standards or specifications for brand consistency, or our own level of acceptance, is rejected and destroyed in accordance with our Recall Plan and Waste Disposal Plan.

Contaminant Protocols:

The Contaminant Protocols of the Company to identify, investigate, track and remediate contamination incidents are adopted, in part, from the United States Environmental Protection Agency (EPA) and Occupational, Safety and Health Administration (OSHA) publications. The primary goal of our program is to prevent such incidents, locate the source when they occur and immediately remedy any identified contamination within our vendors Cultivation Center or Production Facility.

Indoor Air-Quality – We pay close attention to the indoor air quality in each of our facilities. We follow OSHA's recommendations in this regard, which are found in its publication entitled *Indoor Air Quality in Commercial and Institutional Building*, (3430-04 2011).

Mold Detection and Remediation – Mold can appear in two forms inside a cannabis dispensing facility: in the walls and in the building. Our exacting construction specifications and building materials should ensure that no mold ever grows inside our facility. In the unlikely event that it does, we follow the EPA’s recommendations in this regard, which are found in the EPA’s publication entitled *Mold Remediation in Schools and Commercial Retail Buildings* (402-K-01-001, September 2008).

7. Applicant’s Proposed Policies/Procedures/Mechanisms To Ensure Compliance With Prohibited Financial Interests

Cash management and compliance to fiduciary responsibilities is what keeps CCNE’s business healthy and functioning. CCNE’s adherence to fiscal responsibility is reflected in our choice for Chief Compliance Officer and subsequently the finance management team. In this Application CCNE has identified several instances where a key person or interest holder in Applicant may have a material financial interest and/or control in Kelsy Green, LLC (“KG”), a Rhode Island-licensed cultivator. If approved for a compassion center license, Applicant proposes the following divestiture plan in accordance with §§ 1.2(C)(4)(i) & 1.2(F)(7) of the Regulations.

Financial Interests:

If CCNE is approved and selected for licensure as a compassion center, it will only conduct compassion center operations at the proposed location set forth in the application and, because CCNE already holds a cultivator license under the Act, CCNE will continue its existing licensed cultivator operations (same class size/scope limits) at its licensed cultivation location at which time and prior to being issued final license for the compassion center, we will review options for merging the cultivation license into the new compassion center license in accordance with § 1.6.4(A)(1)(g) of the Regulations. CCNE has provided a complete disclosure statement of all material financial interests or control in other Rhode Island licenses and its plan for divestiture in compliance with §§ 1.2(C)(4)(i) & 1.2(F)(7) of the Regulations.

Pursuant to § 1.2(I)(5) of the Regulations, CCNE shall submit any proposed changes to interest holders and key persons for the Department’s approval pursuant to the variance procedure outlined in the Regulations, provided, however, that no variance which affects a majority change in ownership, control, financial interest and/or compensation/remuneration shall be submitted for approval prior to conclusion of the first year of licensed activities except upon the determination that public, health, safety or welfare requires CCNE requesting such a variance from the Department.

Pursuant to Section 2(B) and 2(C) of CC Form 4, CCNE shall provide its ownership information in its Form 2 licensing disclosures to the DBR and shall disclose any management company and relationships which could potentially result in their operational or managerial control of CCNE.

Divestiture Plan from Non-for-Profit Status:

Most of the lenders to Applicant identified in this Application are also investors in Growth Industries of New England, LLC (“GINE”), which is the sole owner of KG. If approved for a compassion center license, Applicant will refinance this debt with one or more unrelated third parties.

Messrs. Lavin, Barclay, Llanos, Lee, and Warner are proposed officers or key personnel of Applicant, and also key/personnel or officers or managers of KG or GINE. If approved for a compassion center license, all will resign their positions from GINE and KG as applicable. By virtue of their ownership interest in GINE, Messrs. Lavin, Barclay, Llanos, Lee and Warner would have an ownership interest in KG and also would be key persons/interest holders in Applicant.

Applicant respectfully suggests that, because Messrs. Llanos, Lee, and Warner own less than 10% of GINE, that they do not have a material financial interest in either GINE or KG. This is consistent with Massachusetts cannabis regulations that state that a “controlling person” of a licensee is an officer, board member or other individual who has a financial or voting interest of 10% or greater in a licensed marijuana establishment. If approved for a compassion center license, Applicant believes Messrs. Llanos, Lee, and Warner would not need to divest under this paradigm. However, if required by the RI DBR and if Applicant is approved for a compassion center license, Messrs. Llanos, Lee, and Warner would divest their interest in GINE as applicable. In addition, if Applicant is approved for a compassion center license, Mr. Lavin and Mr. Barclay would divest their ownership interest in GINE to below 10%, or, if required by RI DBR, would divest their interest in GINE entirely.

In all cases, Applicant agrees to provide documents or other evidence of the plans of divestiture to the RI DBR before any licensed operations begin. If Applicant is awarded a compassion center license, Applicant also is willing to consider alternate plans of divestiture if one or more of these plans are not acceptable to RI DBR.

CC Exhibit C– Business Plan

Attach hereto as CC Exhibit C Applicant's Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations.

The business plan must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations, likelihood of success, and include without limitation:

- a. Applicant's experience running a non-profit organization or other business, and applicant's experience running a medical marijuana business, as applicable;
- b. Detailed description of amount and source of equity, debt and operating capital for the proposed compassion center, including financial statements or other documentation establishing the source of any funds;
- c. Start-up funding and long-term financial feasibility plan;
- d. Detailed timeline for initiating operations;
- e. Funds for capital improvements and operating needs;
- f. Financial capability;
- g. Financial oversight and compliance plan;
- h. Services for hardship patients and charity care;
- i. Three (3) year projected income statement;
- j. Number and category description of FTEs (full time equivalents) and associated payroll expenses (with benefits) required for staffing;
- k. Description of products and services;
- l. Marketing, promotional and sales plan including pricing strategy;
- m. Industry and market assessment and analysis; and
- n. Segment and customer profile.



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name

Print Title: Director of Operations

Print Name of Applicant/Licensee: Compassion Center of New England

Redacted

Redacted

Redacted

Redacted

Exhibit E Signature page

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/14/2020
Date

Steven Lee

Printed Name
Print Title: Director of Operations
Print Name of Applicant/Licensee: Compassion Center of New England

CC EXHIBIT E – OPERATIONS MANUAL

Under section 1.2(c)(4)(e) Compassionate Care of New England (“CCNE”) is already operating successfully under Rhode Island medical cannabis law and compliance with its stake and ownership in License number MMP CV 0044 (Class B), and in the review to follow will demonstrate a robust chain of custody and compliance from manifest of transport to final sale and review with the licensed compliant client. The following employee handbook and detailed operations plan covers the intensive program CCNE intends to implement to assure total compliance under the Rhode Island compassion center rules and regulations, section (a)-(x) demonstrates the lengths CCNE has thoughtfully engineered to work in concert with the state of Rhode Island to dispense compliant efficacious medical cannabis to state patients.

A. The applicants background in Rhode Island state compliant medicine has been expressed in 3+ years of compliant cultivation under current Rhode Island statutes.

Executive Team

Alex Lavin – Chief Executive Officer – A Warwick, RI resident and Providence College Graduate, Mr. Lavin brings over 15 years of horticulture, management, and logistical experience to CCNE. Over the past decade Mr. Lavin has held an important role at a multi-acre, multi-million-dollar, commercial cultivation facility in each stage of growth, including large-scale clone production, nursery management, field crops, post-harvest processing, particle separation and packing and storage. With an emphasis on superior genetics, organic cultivation, and full-scale design and implementation of facilities for flower, seed and extract production, Mr. Lavin has earned a strong reputation within his community.

Alex has worked closely with fellow executive team member Joseph Barclay for most of his professional career. He provided key consultative services in the creation of Royal Budline, The Fireplace, and Sacred Roots along with Mr. Barclay. Alex’s expertise has garnered him international recognition. In 2019 he was chosen to serve on the board of the Cyprus Cannabis Association (CYCA). The CYCA is a collective of individuals and companies that will build the cannabis eco-system in Cyprus, and advancing the interests of a responsible, compliant, transparent and high-quality cannabis industry. He was recently chosen for a similar role in Belize, where he serves a consultant to the national parliament as they move towards national legalization.

Locally, Alex is a passionate advocate for patient accessibility and transparency in the Rhode Island cannabis market. Featured numerous times in local publications, Lavin has lobbied in front of state legislature to expand the number of compassion centers to better serve our patients. He is currently the CEO of Growth Industries, parent company of Kelsy Green LLC, a licensed cultivator in Rhode Island. The company was issued its license in 2020 and currently supplies state compassion centers with flower grown from its proprietary genetics. Alex will bring the highest levels of cannabis expertise to CCNE and his leadership will ensure patients receive the safest and highest quality products possible.

Dr. Alvin Llanos – Chief Compliance Officer – Dr. Alvin Llanos is a clinical pharmacist with a Doctorates of Pharmacy from Florida Agricultural & Mechanical University. Dr. Llanos serves as a Pharmacist & Quality Control Supervisor with Growth Industries of New England (GINE) and its wholly owned subsidiary, Factum Pharmaceuticals, where he oversees multiple aspects of operations including manufacturing, laboratory testing, and quality control. Prior to his role at Growth Industries of New England, Dr. Llanos was with the University of Miami - Sylvester Comprehensive Cancer Center. Dr. Llanos was focused on inpatient, outpatient, and Pharmaceutical Research. Dr. Llanos had a multi-faceted role which provided medication therapy management and current drug information to health care professionals and patients. This included new medications, dosage requirements, indications, contraindications, pharmacokinetics, side effects, adverse reactions, and suitable formulary agents for use in specific therapies.

Dr. Llanos earned his residency from The Florida Department of Health & Florida A&M University where he first discovered many medical benefits with Cannabis & Hemp products being consumed by his HIV/AIDS patients. Dr. Llanos will help achieve a pharmaceutical standard level of compliance to CCNE. Dr. Llanos has extensive industry specific knowledge surrounding product testing, extraction components and best practices for product manufacturing. His experience in a regulated industry will ensure the highest standards for our products and the local cultivators who produce them. Dr. Llanos will also ensure that CCNE is focused on the highest standard of operating procedures for our employees, so our patients are certain to receive superior quality medicine in all aspect imaginable. Dr. Llanos believes potency, pesticides, heavy metals, and solvent residues are areas to focus on and always strives to give his patients and the industry the best medicine.

Steven Lee – Director of Operations – Steven is the co-owner of Meridian Printing based in East Greenwich, Rhode Island. In 2001, Steven and his business partner took Meridian private, purchasing the company and facility from Qakhill, an Irish registered public company. Over the past forty years, Meridian has established itself as one of the world's finest printing companies in the museum, retail, commercial and educational markets being honored with the industry's most prestigious awards. Steven begins his 20th year of managing the day-to-day operations of the business, overseeing largescale projects from design to production, and every manufacturing detail.

Steven has managed over a hundred employees in the manufacturing operations at Meridian, setting employee workplace safety standards at the highest levels. Using LEAN and TQM manufacturing methods, Steven has established multi-year operational efficiency in customer satisfaction, employee retention and ultimately financial profitability in a very competitive manufacturing space. Communicating a safe environment, training and an open dialogue with Meridian staff has become even more essential with COVID-19. By March 6th, as COVID was raging through Italy and just starting in Westchester NY, Steven's family was directly affected by COVID and as a result Steven implemented a complete COVID employee safety program within the workplace, even before RI introduced complete guidelines for manufactures. As a RI manufacturer, Meridian has been able to keep their

doors open throughout this pandemic and their COVID program was scored a 12/12 by the DBR in a recent inspection.

Steven brings his 30 years of manufacturing compliance whether using best manufacturing practices in the production of a world class coffee table books for the likes of Pete Souza (President Obama's Photographer), Richard Avedon, Ansel Adams or Annie Leibovitz – as well as workplace employee safety and compliance with Rhode Island business regulation and Federal OSHA regulations. His strong pedigree of success as a Rhode Island business owner and his management skills will translate into seamless operational excellence at CCNE.

Jay Warner – Director of Finance – A North Andover, MA resident, Jay currently serves as a Partner at Method Advisors, a Boston alternative investment firm that primarily services pension, endowments, and family offices. During his 20+ year career, Jay has served in a multitude of roles in the asset management industry. Prior to joining Method, Jay served as both the Chief Investment Officer and Chief Operating Officer at Balter Capital Management (BCM), an SEC Registered Investment Advisor. He co-founded the firm in 2007 to provide specialized research and advisory services to ultra-high net worth individuals, family offices, and institutions. Amongst his duties, Jay identified and acquired the firm's client base through strategic networking and research, eventually building the firm to peak assets over \$1.5 Billion. The firm's research was focused on non-traditional investment vehicles including hedge funds, private equity, and venture capital.

In 2012, Mr. Warner created a subsidiary to BCM, Balter Liquid Alternatives (BLA), to capture the growing trend toward consumer adoption of alternative investments and to pioneer a new alternative investment category. Through this venture, he sought out and raised the seed capital from a multi-billion-dollar family office. The scope of his role included ramping up the sales organization, product development, coaching and mentoring a staff of 15.

Jay brings an exceptionally strong financial background to CCNE, having led nearly every aspect, front-to-back of each investment business he founded. With multiple audits by the Security and Exchange Commission successfully completed, Jay has spent the majority of his career understanding and complying with strict federal banking regulations. Jay will bring the highest levels of integrity, ethics and business acumen to CCNE. His leadership will ensure responsible financial management, strategy execution and long-term sustainability. Jay is a vital member of the organization and will lead CCNE's financial team.

Joseph "Duke" Barclay – Director of Product Management – Joseph Barclay has been actively engaged in the medical and recreational cannabis industry for over 15 years. He is a lifelong resident of Arcata, California, the birthplace of our country's modern-day cannabis market. Joseph is the owner and operator of several businesses covering all aspects of the industry with a special emphasis on top of the line genetics and cultivation. He brings years of invaluable experience to our team and will bring the west coast standard of excellence to Rhode Island patients.

Currently, Joseph is the owner and operator of The Fireplace, a 1600 square foot recreational dispensary in Arcata, CA. The Fireplace opened in early 2020 and has successfully weathered the storm of COVID -19. Operating in the global hub of cannabis, the store has been a hit amongst local connoisseurs for its knowledgeable staff and customer experience. Joseph will bring the operational excellence practiced at The Fireplace, to CCNE.

Joseph is also the owner of Peak Industries, an award-winning cannabis extract company that was one of the first Type-6, Non-volatile Manufacturing annual license holders in the state of California. In addition to the manufacturing license, Mr. Barclay is also the holder of an annual distribution license that has enabled him to help over 150 companies enter into the compliant legal market, which has increased the ability for patients to access high quality products throughout the state in a timely manner. Mr. Barclay was one of the first manufacturing license holders to implement the use of the State of California's track-and-trace system known as METRC, which makes him an expert in preventing product diversion.

Barclay also owns Royal Budline, an award-winning cannabis cultivation company that won accolades at California state compliant competitions. Royal Budline's award-winning flower has also been used to manufacture superior topicals and vape cartridges as well. These accomplishments alone, however, do not define his passion, nor his dedication to the industry. What drives his motivation is knowing that patients can access these products in a safe and meaningful way, without harm and with complete confidence in the products that his team creates and distributes. Throughout California you can find his company's topicals, pre-rolls, pills, infused pre-rolls, and high-end full spectrum CO2 oil.

In 2018, Mr. Barclay and three colleagues started Humboldt Sacred Roots (HSR), a state-of-the-art indoor nursery in Humboldt County, California that provides licensed cultivators with clean and consistent immature plants (clones) that originate from tissue cultured mother plants. He is METRC certified in California but is also knowledgeable in other CTS systems such as Biotrack, which he has used to track medical and recreational cannabis from the nursery to retail dispensaries across the state.

Additionally, Mr. Barclay has worked in an advisory capacity with CEO Alex Lavin at Growth Industries. There he oversees the cultivation operation and assisted in the development of their first-class facility in Warwick, RI. CCNE is certain to benefit from Barclay's experience in the Rhode Island market and familiarity with Rhode Island regulations.

Mark Cunningham – Assistant Director of Finance – Mark Currently serves as an Investment Analyst at Method Advisors, an alternative investment advisory firm in Boston. At Method, Mark constructs hedge fund portfolios for high net worth individuals and family offices. His duties include client tax reporting, portfolio analysis, and fund due diligence.

Prior to Method Advisors, Mark was the Director of Operations at Invenomic Capital Management LP, a Long/Short Equity hedge fund manager. The firm managed assets at its peak in excess of \$250 million, at which point Mark was the sole operations employee at the firm, responsible for overseeing the fund's daily trading, cash management, investor relations, tax reporting and accounting.

Mark rose to his role at Invenomic bolstered by his experience at Balter Capital Management (BCM) for three years prior. At BCM Mark served as an Associate, analyzing client hedge fund portfolios along with overseeing the operations of a \$330 million Alternative Mutual Fund business (Balter Liquid Alternatives). He proved in his time in the investment management industry that he is a versatile and dynamic operations professional with experience running a business at the highest levels.

In addition to his roles in the finance industry, Mark has lent his services in a consulting capacity to Growth Industries of New England in Warwick, RI. At GINE Mark has helped develop the long-term company strategy, product packaging, and manages employee onboarding and payroll. This experience working with GINE has resulted in extensive knowledge of the cannabis market in a short period.

The executive team we have assembled for CCNE is well positioned to leverage decades of perfecting the cannabis craft along with a rock solid corporate and financial backbone. Implementing safe and consistent procedures across our organization will lead to long sustained success for CCNE and satisfied patients across the state of Rhode Island.

committed to providing safe access to quality medical cannabis products for all eligible patients. Our financial assistance program – which will be submitted to the Rhode Island Department of Business Regulations for approval – is a sliding scale program that will provide support to the greatest number of patients possible based on income. Proof of assistance from another need-based support program will serve as sufficient evidence for enrollment in the financial assistance program. This procedure does not require our staff to possess, review, or make judgments on the validity of private patient financial information. Should the patient submit financial data for consideration, CCNE will not retain copies of personal information.

The program will provide assistance vouchers for purchases to program participants. Assistance vouchers allow patients access to all forms of medical cannabis product and will not limit them to a restricted selection of discounted product. The value of a monthly assistance voucher will ensure access to all patients regardless of their economic situation. It will be awarded to participating patients based on income level and patient needs according to medical personnel. The point of sale system will be utilized to track the program, including assistance voucher amounts and voucher expiration dates. The program budget and number of patients awarded access to the program will grow as the company grows. The CCNE financial assistance program aims to assist as many patients as possible while maintaining sufficient assets to achieve financial stability and provide for growth. Additionally, funding for the program must be balanced with other community support initiatives. CCNE is also considering offering a *Feedback Discount Program* that would allow a 1% discount for each day patients consistently provide feedback through the CCNE Patient Feedback System, up to a maximum of 15% off per month. The intention is that such a program will encourage patients to report symptoms and other experience data that will help make Rhode Island a leader in medical marijuana research.

Proposed Financial Assistance Program Management

Program Oversight

- The Director of Finance must authorize the Financial Assistance budget annually.
- The Director of Operations will authorize any operational program changes.
- The Financial Assistance Program is overseen and carried out by the Director of Patient Services and Community Outreach.
- The Director of Patient Services and Community Outreach will develop program documents and procedures to be approved by the management team.

Eligibility

- Financial assistance may be granted to patients who are properly registered with the DBR and participation is based on the patient's income.
- A patient must provide proof of receipt of assistance from an approved program or provide certified copies of their federal or state tax returns in order to qualify for assistance.

- The Director of Patient Services and Community Outreach will grant final approval on any hardship application received by CCNE.
- The Directors of Finance and Operations will have the authority to grant financial assistance with Patient Services and Community Outreach Manager approval to a patient for reasons other than financial hardship including, but not limited to:
 - Active duty or veteran status;
 - Hospice status;
 - Disability status; or
 - Senior citizen status.

Assistance Award Vouchers

- During initial operations, CCNE Industries will issue assistance vouchers equivalent to a percentage of projected annual gross income, to be determined once operational.
- Once the company has recouped expenses from the initial capital outlays or begins to cover debt service obligations, the voucher program will be increased to a higher percentage of the previous year's gross income.
- The Director of Finance may adjust these levels based on the desired mix of community and patient support and community giving.
- Assistance voucher levels are based on the assumption that most patients consume one and a half grams of medical marijuana product per day (1.6 ounces per month).
- The maximum assistance voucher would provide patients at and below the poverty line the equivalent of 1.6 ounces per month at a price of \$8.00 per gram.
- If a patient has need beyond the maximum award level, the Director of Patient Services and Community Outreach may approve a higher voucher at their discretion.

Program Terms

- The Patient Services Coordinator at the dispensing facility will approve or deny all applicants to the financial assistance program.
- The Patient Services Coordinator may award assistance voucher status to patients temporarily due to unemployment or injury as approved by the Director of Patient Services and Community Outreach.
- Additionally, with the Director of Patient Services and Community Outreach approval, the Patient Services Coordinator may award assistance voucher status to veterans, senior citizens, and other patients on a case-by-case basis.
- The Patient Services Coordinator will maintain a waiting list of applicants to select new participants when program slots become available.
- Vouchers may be used for medical cannabis products and/or a vaporizer.
- Patients must provide new assistance award letters upon the one-year anniversary of the award or provide tax returns every twelve months to maintain status in the program.
- Patients receiving assistance vouchers based on unemployment or a worker's compensation injury must provide documentation of eligibility monthly.

Recordkeeping

- The Patient Services Coordinator will remove any patient suspected of diversion from the program immediately.
- The Patient Services Coordinator will not retain any patient documentation used to verify financial status.
- All financial documentation submitted for review will be scanned and returned immediately to the patient upon verification.

Additional Services

Shuttle Services and Home Delivery

In an effort to ensure patient access to medical cannabis products, CCNE will explore the possibility of offering complementary taxi, shuttle services and/or home delivery, with DBR approval.

Patient Hotline

CCNE will seek to partner with a vendor (to be approved by the DBR) to assist in the implementation of standard of care, post-market surveillance services associated with the distribution and use of medical cannabis products sold by CCNE. CCNE believes it would be helpful to centralize a call service to answer any questions patients may have about medical cannabis products. CCNE will seek cooperation with industry partners and the state to develop and staff this 24-hour hotline for patients. CCNE believes this is likely the most cost-effective and convenient solution for all patients in Rhode Island.

Complementary Lifestyle Services

CCNE views providing medical marijuana products as only one aspect of an integrated approach to healthcare and lifestyle management. In following this approach, CCNE will seek to develop partnerships with local providers to offer its patients various complementary health-related services at a discounted rate, including:

- Acupuncture Treatments
- Massage Therapy
- Meditation
- Yoga
- Nutritional Consultation
- Other potentially helpful treatment methods

Substance Abuse and Prevention

CCNE will be proactive in recognizing and preventing substance abuse. Brochures and educational information on substance abuse, including a list of local providers, will be readily available and displayed prominently at the Compassion Center of New England. In the event that a potential substance abuse problem is identified, based on data collected or employee observation, the patient will be notified and provided with a list of local providers for patient assistance, drug and alcohol treatment, and family services that patients may access without CCNE involvement. It is at the Patient Services Coordinator's discretion the extent to which they will provide additional assessment, evaluation, counseling, and/or referral for treatment. All CCNE Compassion Center employees will be thoroughly trained on identifying substance abuse problems.

CCNE will ensure that our patients receive appropriate services and products to assist them in achieving their optimum level of health. Because patients who come to the CCNE Compassion Center with conditions that cause them distress may demonstrate an increased likelihood of problems associated with the use of alcohol or other drugs, it is important to identify those with addiction disorders quickly, and refer them for assessment and associated care if needed.

The Patient Services Coordinator will refer patients who have been identified as needing assistance or have requested assistance to a licensed counselor for assessment interview, recommendations, development of a treatment plan, if necessary, and coordination of admission to outpatient or inpatient program.

In addition, CCNE Compassion Center employees will be equipped to educate patients, parents, and caregivers on how to identify signs of substance abuse and how to deal with substance abuse. CCNE will also have readily accessible information and educational materials available at Compassion Centers relating to youth substance abuse prevention.

Community Outreach

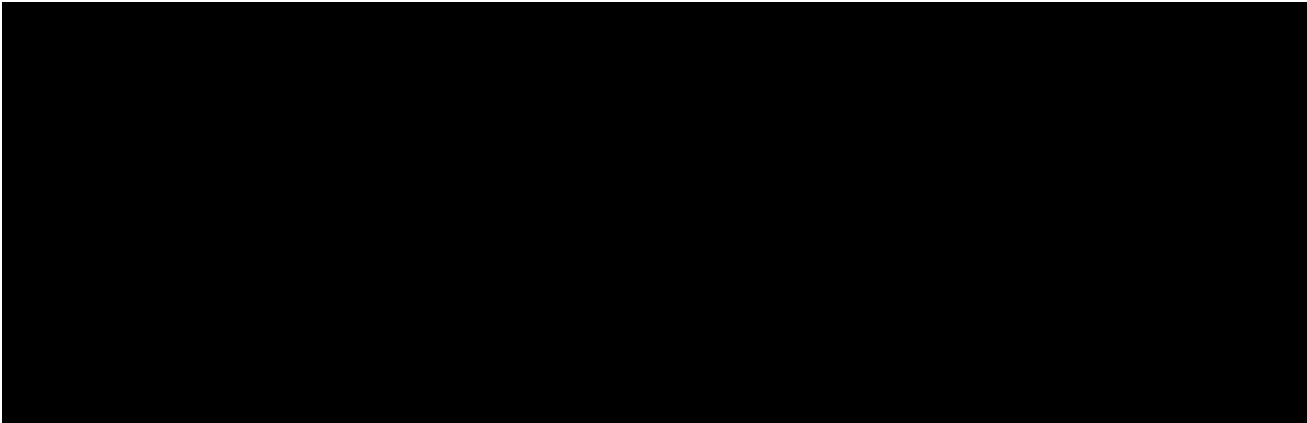
CCNE is committed to being an active, responsible member of the Warwick community, and the State of Rhode Island, by donating resources and providing its patients and the community it serves with accountable, transparent, and professional support services. It plans to be a collaborative partner in supporting the needs of the community by building relationships with the community's municipal, business, law enforcement, healthcare, and non-profit professionals.

CCNE will continue to reach out to local community organizations and other stakeholders to assess the community's attitude regarding its operations in the community. It has initiated the process of communicating with local leaders and businesses to assure public opinion is favorable and alleviate any concerns. CCNE has also established an active line of communication with local law enforcement leaders. It is committed to maintaining a close working relationship with local law enforcement to enhance its ability to provide a secure and positive experience for its employees, patients, caregivers, and the community. By

maintaining active lines of communication with the community's leaders and stakeholders, CCNE believes that it can stay abreast of the issues affecting the community and deploy its resources to assist community leaders in dealing with these issues.

CCNE is committed to making a positive impact in Warwick, and both the management team and employees will be encouraged to contribute to and get involved in local community programs and organizations. Additionally, the Director of Patient Services and Community Outreach duties include actively seeking out local organizations with whom CCNE can create partnerships. CCNE employees will be encouraged to donate their time to organizations in which they are personally interested and to organizations with which the company has created partnerships.

CCNE will also directly support Warwick and the surrounding communities by providing high-paying jobs and training for the unemployed, with a dedication and preference towards qualified Veterans, minorities and women, as well as those living locally.



Like the patient population and the communities where they live, the areas that could benefit from CCNE Community Outreach Program are broad and diverse. The Director of Patient Services and Community Outreach will work with the Patient Services Coordinator and the Patient Advisory Board to determine how to disperse funds appropriately. The disbursement plan will be approved by the Director of Finance. The plan will likely be different each year and target different geographies within the State of Rhode Island.

CCNE intends to give preference to substance abuse awareness and prevention, medical marijuana research, Veterans services, early childhood education, and public parks and community health. Accordingly, CCNE will direct attention and resources to community organizations and programs with the same point of view.

CCNE recognizes the benefits of collaboration. It believes it would be beneficial to all communities involved if every licensed Compassion Center in Rhode Island worked together to support the programs and areas they are operating in. CCNE's primary objective is improving the lives of the patients and their communities. Our organization is committed to delivering scientifically proven, pharmaceutical-grade, medical cannabis therapies to certified patients with serious medical conditions throughout the State of Rhode Island. We are committed to investigating any and all ways to make this a reality.

E. The following list is an organizational chart of the day-to-day operations which the CCNE dispensary will follow. All employees will undergo a detailed training plan outlined in our employee handbook as well in the steps to follow:

<u>Dispensary Operations</u>	
General Managers	<p>JOB SUMMARY:</p> <ul style="list-style-type: none"> • Supervise the daily operations of Dispensing Facility. • Experience in high-volume retail Pharmacy management and patient services required along with staff management, bilingual abilities and a license from the State of Rhode Island for Pharmacy. • Compliance experience with regulations/codes and security procedure required. • Knowledge of diversion prevention and inventory control as well as receiving medicine is mandatory. • A Strong knowledge of Point-of-Sale systems and Retail Sales procedures required. Pharmacists are health professionals who, in addition to dispensing prescription medication to patients, also provide information about the drugs their doctors have ordered for them. They explain doctors' instructions to patients so that these individuals can use these medications safely and effectively. • Other qualities: compassion, courtesy, and excellent interpersonal skills, which are a must in any retail position. <p>QUALIFICATIONS: Registered Pharmacist. Previous pharmacy management experience required.</p>
PRN General Manager	TBD
Assistant Manager	TBD

<p>Dispensing Agent</p>	<p>JOB SUMMARY:</p> <ul style="list-style-type: none"> • Under direct supervision of a licensed pharmacist, Dispensing Agents duties include, but are not limited to: • Receive and greet patients, in person and by phone; answering simple questions and requests; referring medical inquiries to the pharmacist. • Receive written prescriptions or refill requests and verify that information is complete and accurate. • Maintain a safe and clean dispensary by complying with procedures, rules, and regulations. • Maintain dispensary inventory by checking stock to determine inventory level, anticipating needed medications and supplies, placing and expediting orders, verifying receipt, removing outdated drugs. • Maintain proper storage and security conditions as per established policies and procedures. • Confirm containers contain prescribed products, print and affix labels. • Organize orders for pharmacist to dispense by reading orders and prescriptions, preparing labels, calculating quantities. • Use and operate dispensary software systems to process bill claims and sale orders to patients. • Help dispensary pharmacist verify and check patients' qualifications to receive MMJ products in compliance with Rhode Island State: • Check Identification • Check for State issued MMJ card <p>QUALIFICATIONS: Supply Management experience, Integrity, Organization and Reporting Skills, Attention to Detail, Dependability, ability to Create a Safe and Effective Environment, Quality Focused, ability to Analyze Information, ability to Inform Others</p>
<p>Reception/Greeter</p>	<p>JOB SUMMARY: The receptionist answers phones, greets patients, adheres to HIPAA regulations, enters patient data into the patient system, and handles service scheduling. The receptionist is both a gatekeeper of the process and the first contact point for patients.</p>

Reception/Greeter (Continued)	<p>QUALIFICATIONS: Must be pleasant, personable, and observant. The receptionist must have knowledge of or be trainable with BioTrack software, along with other computer proficiencies like excel and QuickBooks. Experience with bookkeeping and HR required.</p>
<u>Security</u>	
Armed Security Officer	
	<p>JOB SUMMARY: Armed Security Officers will be responsible for (1) managing, administering, and implementing all facets of this Security Plan; and (2) demonstrating proficiency in all security policies and procedures, with a special emphasis on life safety, access control, product security, and use of force. This includes screening all personnel and vehicles seeking access to the premises and conducting routine inspections, checks, and patrols of the parking area inside the perimeter, loading dock, office space, cultivation rooms, storage area, and money room.</p> <p>QUALIFICATIONS: Security Officers must be fully compliant and licensed as required by Rhode Island State Law. Officers will be chosen based upon their work history, prior military or law enforcement experience, and aptitude. All Security Officers will have a Rhode Island State Security License Registration Card issued by the Rhode Island State Department of State or will be an active-duty law enforcement officer working part-time or a retired law enforcement officer who qualifies under the Law Enforcement Officers Safety Act or possesses an appropriate weapon license.</p>
Armed Security Delivery Officers	<p>QUALIFICATIONS: Same as Above.</p> <p>JOB SUMMARY: Same as Above. Additional responsibilities include the transportation and delivery of approved medical cannabis products.</p>

F. The following is a detailed plan on how CCNE intends to train and educate all employees on company operations and SOP's:

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Section 1

Introduction

1.1 Welcome to the Company

Welcome new employee!

After thoughtful and careful consideration, you were selected to be part of the team that keeps this Company successfully in business serving the needs of its valued customers.

On behalf of your colleagues, we welcome you to the team and wish you every success in your work here. We hope you will take pride in being a member of the team. We want you to be an integral part of our development, our progress and fulfillment of our mission to *bring the healing powers of cannabis to the people who need it most.*

This handbook describes our expectations of you and the other team members. It outlines the policies, programs and benefits available to eligible employees. You should familiarize yourself with the contents as soon as possible as it will answer many questions about your employment. Please let us know if you have any additional questions.

We are committed to creating a healthy work environment in which both our customers and our employees feel safe, respected, valued and fairly treated. Our manifesto, mission and motivation statement is contained in **Attachment A** to this manual. This statement reflects our core values and culture and we urge you to read it and talk to your fellow employees and management about any aspect of this.

We hope that your experience at this Company will be challenging, enjoyable, and rewarding. Again, welcome!

1.2 Building for the Future

As with any business, revenues are an absolute necessity for organizations in maintaining jobs and building for the future. Rather than look at generating sales and revenue as an undesirable task, the company looks at it as a must situation to continue their mission. How do we continue to generate revenues to ensure future and continued opportunities for all employees in support of our cause? With teamwork! Together we must meet the challenges we face on a daily basis.

The company exists with your joint efforts. Don't underestimate your contribution. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our customers who will determine how fast we grow, how many people we employ, how much service we render and the income we make for the sake of our mission. To retain these customers, we want to ensure that our good service continues by always giving our customers the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

1.3 Our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

To maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

1.4 Total Quality Management

Our Company is committed to Total Quality Management (TQM). We feel that not only do our services benefit from this effort but so do our employees. All employees are expected to participate in TQM. You are encouraged to offer ideas and/or constructive criticism to your supervisors or managers. We also encourage you to take part in project teams, cost reduction projects and problem-solving efforts. Your participation in *continuous improvement* is essential to the success of the Company.

1.5 Your Human Resources Department

The Human Resources Department acts as an information center for both employees and management. This department plays an important part in formulating and interpreting Company policy and offers help with a variety of problems and matters that concern employees and management. Human resources staff members are available to discuss subjects such as employment, recruitment, benefits, employee records, safety, and disciplinary problems.

Please refer to the "Talk to Us" section below for additional information on discussing Company policies and/or other items related to your employment.

1.6 Talk to Us

We encourage you to bring your questions, suggestions and complaints to the Company management's attention. We will carefully consider each of these in our continuing effort to resolve issues and provide a healthy, productive work environment.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. If you still have questions after

this meeting and would like further clarification on the matter, request a meeting with a member of the Human Resources team. They will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

While it is always helpful to follow outlined procedures, we are more concerned that issues affecting our ability to provide a healthy work environment are addressed immediately. Thus, if at any time you do not feel comfortable speaking with your supervisor or the next level of management, please contact either Human Resources or the Company CEO to discuss your concerns.

1.7 Employee Handbook

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

1.8 Changes in Policy

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

1.9 Employment-At-Will

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without

notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the President, CEO, CFO or COO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the President, CEO, CFO or COO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.10 Dispute Resolution Arbitration Policy

In any organization, disputes will arise from time to time. Occasionally, these disputes require resolution through a formal proceeding. Traditionally, this proceeding has been conducted through our court system. However, our court system too often has proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved an acceptable resolution of the dispute.

With this in mind, The Company has developed and implemented an Alternative Dispute Resolution Program. We believe that these procedures will result in a fair and equitable means for resolving certain types of major employment disputes that all too often become unnecessary and protracted. These procedures ensure that all parties have an opportunity to meet and see if there is a mutually satisfactory basis for resolving their dispute. Failing to reach an amicable resolution, these procedures provide for a hearing before a neutral arbitrator who has been selected by both sides. The arbitrator will have the full authority to resolve the matter.

Through your signature on your employment application and through your acknowledgement of receipt of this handbook, you have agreed to have any and all disputes, claims, questions or controversies arising out of your application for employment and/or your employment with and separation of employment from the Company decided through final and binding arbitration presided over by a single arbitrator pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

For purposes of arbitration, the term Dispute includes any and all employment discrimination claims, whether now known or unknown, including the arbitrability of any claim, under any federal, state or local law, and excludes any claims under applicable worker's compensation and employment security (unemployment) laws. By way of example and not limitation, the term Dispute includes any and all claims or causes of action available to you under any of the following federal or state laws: Title VII of the Civil Rights Act of 1991, 42 U.S.C. §§ 2000e et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et

seq.; the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.; 42 U.S.C. § 1981 and § 1983; any other federal, state or municipal fair employment practices law or law regulating employment or human resources; the law of contracts; and the law of torts.

By means of the employment application and acknowledgement of receipt of this handbook, you have agreed to submit a request for arbitration in writing to the Company within one year of the Dispute. You agree that any arbitration will proceed under the American Arbitration Association (AAA) National Rules for the Resolution of Employment Disputes, applicable at the time of the arbitration, although the AAA will not administer the arbitration; with the following exceptions: (1) unless otherwise agreed by you and the Company, the arbitrator will be mutually agreed to by you and the Company, and (2) unless otherwise agreed to by you and the Company, both parties are limited to one (1) deposition of six (6) hours each. Unless otherwise agreed to by both parties, the venue of any arbitration will be within Warwick, RI and each party shall each bear their own cost and expense. Notwithstanding this Dispute Resolution Arbitration Policy, should the Company determine that it needs temporary and/or preliminary injunctive relief in order to stop or prevent irreparable harm, the Company may seek such relief in any court of competent jurisdiction.

By means of the employment application and acknowledgement of receipt of this handbook, you have waived any and all rights to file any action based on any Dispute in a court of competent jurisdiction, whether the action filed would be tried to a jury or tried to a court, arising out of your application for employment and/or your employment with and separation of employment from the Company. Notwithstanding the foregoing, any arbitration award may be filed for enforcement in a court of competent jurisdiction.

Any party to, or person included in, or person subject to provisions of this arbitration agreement who fails, neglects or refuses to comply with any or all of them, or otherwise attempts to directly or indirectly frustrate, evade and/or oppose the enforcement of any of this arbitration agreement, shall be liable to all other parties, and/or other persons adversely affected thereby, for all of the attorney's fees, expenses, forum fees, expert's fees and all other fees, costs and expenses arising out of, or in any way relating to, the enforcement and/or defense of these dispute resolution provisions.

If any provision of this arbitration agreement is deemed unenforceable by a court of competent jurisdiction that provision only shall be deemed of no force and effect and all other remaining provisions of this arbitration agreement shall remain in full force and effect.

We hope that you will never find the need to utilize these procedures and that your employment will be free of major disputes or issues. However, in the event a dispute should arise, these procedures are in place to ensure that the dispute is brought before an arbitrator in an orderly and efficient manner.

Section 2

Employment Policies

2.1 Medical Cannabis Operational Procedures

Per Rhode Island statutes and regulations, all employees must abide by the following practices and procedures:

A. Fully cooperate with and allow all personnel from the Department of Public Health, local law enforcement, or other federal, State, or local government officials (when performing their governmental duties) full access to all Company premises;

B. Only allow authorized cultivation center agents, local law enforcement, Department of Public Health personnel and inspectors, or other federal, State, or local government officials (when performing their governmental duties) to be permitted on the premises;

C. No employees or visitors may possess or use cell phones, cameras, or any other audio or video recording devices inside the production area of a cultivation center;

D. In the event of any loss, theft, or diversion of cannabis, notify the Agent-In-Charge immediately;

E. Immediately report any malfunction or technical problems of electronic recording security systems to the Agent-In-Charge;

F. Each employee is required by law to inform the Agent-In-Charge within ten days after he/she is convicted for violation of any “excluded offense,” as that term is defined by the Rhode Island Administrative Code. Excluded offenses are defined as violent crimes or a violation of a state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted.

G. When working in direct contact with medical cannabis, conform to the following hygienic practices, including but not limited to:

1. Properly remove and dispose of litter and waste so that they do not constitute a source of contamination in areas where cannabis plants are exposed;
2. Keep floors, walls, and ceilings clean and in good repair;
3. Provide adequate lighting in all areas where medical cannabis is stored and where equipment or utensils are cleaned;

4. Provide adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests;
5. Help maintain all buildings, fixtures and other facilities in a sanitary condition;
6. Use only approved toxic cleaning compounds, sanitizing agents, solvents, pesticide chemicals and handle them in a manner that protects against contamination of cannabis;
7. Conduct all operations in the receiving, inspecting, transporting, segregating, preparing, production, packaging and storing of cannabis or cannabis infused product in accordance with adequate sanitation principles;
8. Take measures in handling medical cannabis to prevent the growth of any undesirable microorganisms, including but not limited to, properly washing and sanitizing their hands, maintaining adequate personal cleanliness, refraining from direct contact with medical cannabis when suffering from any illness or condition that would cause microbial contamination of the medical cannabis;

2.2 Employee Classifications

The following terms are used to describe employees and their employment status:

Full-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 30 hours per work week.

Part-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

Temporary Employees - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

Independent Contractor or Consultant - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Internships – are arrangements in which college students lend their talents in exchange for an opportunity to develop business skills and gain exposure to the work environment. Internships must be with compensation (at least minimum wage and overtime compensation for hours worked over forty in workweek) unless the internship can satisfy all the criteria as defined by the Fair Labor Standards Act (FLSA). Internships will be reviewed carefully to ensure proper classification prior to hire. The Company will utilize interns carefully, considering all security and safety issues, and will only hire interns who meet the over 21 age requirement for employment.

In addition to the preceding, employees are also categorized as “exempt” or “non-exempt”

Exempt Employees - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Rhode Island state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees - Employees whose positions do not meet specific tests established by the FLSA and Rhode Island state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

2.3 Equal Employment Opportunity & Americans with Disabilities Act

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for

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

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Employees occasionally develop serious or life threatening illnesses. We are committed to supporting such employees' efforts to continue their normal pursuits, including working. When necessary and where required by law, the Company will provide reasonable accommodations to otherwise qualified individuals with disabilities, including employees with serious or life threatening illnesses. All employees, including employees with serious or life threatening illnesses, must maintain acceptable performance standards.

An employee's medical information is confidential. Disclosure of employee medical information is restricted to limited situations where a manager or supervisor has a job-related reason to know it. Employees who disclose employee medical information without proper authorization will be subject to disciplinary action, up to and including discharge.

Employees with questions or concerns about life threatening illnesses are encouraged to contact the Human Resources for information and referral to appropriate services and resources.

Note that we are not permitted, under Rhode Island Medical Marijuana Program regulations, to employ patients registered in the program.

2.4 Background and Drug Testing

All new hires, before being offered and accepting a job with Company need to complete an application, a background check and pass a drug test. Applicants with valid medical marijuana cards must provide details prior to testing.

2.5 Confidentiality

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel

information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications.

As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement. This is included as Appendix B to this manual.

2.6 Employment of Minors

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay subminimum wage rates.

All employees in this company must be 21 years of age or older, including college students employed as interns.

2.7 Employment of Relatives

The Company recognizes that the employment of relatives in certain circumstances, such as when they will supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the

Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.8 Introductory Period

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

2.9 Personnel Records and Employee References

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. You also have the right to obtain a copy of your personnel files within seven working days after a request is made, but you may be required to pay for any such copies. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

The Company will not honor any oral requests for references. All requests must be in writing and on Company letterheads. An employee, under no circumstances, should provide another individual with information regarding current or former employees of the Company. If you receive a request for reference information, please forward it to the Human Resources Department.

By policy, the Company will respond to outside employment verification inquiries or reference checks with only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

2.10 Privacy

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

The Company does not make or receive any private employee healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of Company management, this information will be kept confidential.

Federal Health Insurance and Privacy Accountability Act (HIPAA) requirements pertain to us as we are a health care provider. We have safeguards in place to protect patient health information and ensure that company employees will not inappropriately use or disclose information on patient health, treatment or related matters. Maintaining the privacy of any customer healthcare information that is received in the course of business by an employee is essential obligation of all of us. Employees will receive and be trained in our HIPPA policy and practices immediately upon hire and will also receive periodic update training in this, at least annually.

2.11 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Immigration status will be checked as part of the onboarding process for all new employees and returning employees. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal. The Company does not discriminate on the basis of national origin.

2.12 Anniversary Date

The first day you report to work will be recorded in Company records as your anniversary date. This date is used to calculate eligibility for many different benefits. If you have any questions regarding your anniversary date, please see your supervisor.

2.13 Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor or Human Resources immediately. Violations of this policy may result in immediate termination of your employment.

2.14 New Employee Orientation

Upon hire, you are asked to complete personnel, payroll and benefit forms. These will be the basis for the start of your payroll and employment file.

In addition, you are given this copy of our Employee Handbook. After reading this Employee Handbook, please sign the receipt page and return it to your supervisor. If you lose your Employee Handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a paper or electronic replacement copy. You are responsible for knowledge of the policies and contents of this handbook.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the Company and your job. You may also contact Human Resources for questions regarding your payroll and/or Human Resources policies for the Company.

2.15 Outside Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your supervisor in writing.

Outside employment must not conflict in any way with your responsibilities within the Company. You may not work, volunteer or be a board member of competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use Company property, equipment or facilities in connection with outside work while on Company time.

Section 3

Hours of Work and Payroll Practices

3.1 Work Schedules

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are from 9:00 am. to 8:00 p.m., seven days per week. Your work schedule may be adapted, however, to accommodate the needs of the Company, including evening and weekend hours. Check with your supervisor if you have questions about your hours of work.

3.2 Severe Weather

Severe weather is to be expected during the winter months. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open may be used as PTO or as unpaid. If extreme weather conditions require closing of the Company facility in which you work, you will be notified by your supervisor.

3.3 Pay Periods and Paydays

You will be paid bi-weekly on Thursdays. When the payday is a holiday, payment will normally occur on the last working day before the holiday. Direct deposit funds will be available in accordance with the policies and practices of the employee's bank.

Your payroll information can be found 24/7 via our secure website. Please use your confidential log in to review and/or to print your paycheck stub. If you have a question about your payroll or find an error, call a payroll specialist immediately who will be happy to assist you in taking the steps necessary to address your question/concern.

3.4 FSLA Safe Harbor

It is the policy of the Company to regularly pay its salaried exempt employees a predetermined amount constituting all or part of the salaried exempt employee's compensation. This predetermined amount will be paid to salaried exempt employees for any week in which he/she performs any work for the Company. With limited exceptions, the amount paid to salaried exempt employees is not subject to reduction because a salaried exempt employee works fewer hours in some weeks than others. In certain instances, deductions may be made for personal leave when paid time off (PTO) exhausted, jury or military duty, or for violations of the Company's safety or workplace conduct rules. Exempt employees are required to utilize accrued paid time off for absences of more than four (4) hours in any given day. In the event PTO is not available, a deduction from pay will not be made for less than a full day's absence. Exempt employee's absences of less than four (4) hours will not be charged against accrued PTO.

In the event that deductions are taken from the predetermined amount, whether inadvertently, improperly or otherwise, the following procedures will be followed:

1. The affected salaried exempt employee should notify Company management and/or Human Resources of the potentially improper deduction.
2. Upon notification by the affected salaried exempt employee, the Company will work to conduct a prompt and thorough investigation and will make every effort to conclude that investigation in a reasonable amount of time.
3. If it is determined that any improper deductions have been taken, the Company will make full reimbursement to the affected salaried exempt employee and will make a good faith commitment to be compliant in the future.

It is the intention of the Company to fully comply with all applicable state and federal laws that regulate the payment of wages and all other compensation to its employees. Accordingly, this policy is subject to revision as those laws may change.

3.5 Overtime

Nonexempt employees will be paid in accordance with Federal and Rhode Island state law.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay. If you are a non-exempt employee, you will be paid time and one-half for hours worked over 40 during the 7 day workweek.

3.6 Travel and Expense Reimbursement

All employees are entitled to reimbursement for authorized business and travel expenses. Mileage reimbursement shall be at the Company's current rate per mile as determined by management not to exceed the maximum allowed by law at the time of travel.

Employee must submit an expense report within 15 days of the end of each month in which travel occurred. Receipts for expenses greater than the amount required by the IRS must be provided. Expenses not received within this allotted time will not be reimbursed.

Time spent traveling during normal work hours as part of the job is considered work time and employees are entitled to be paid for this travel time.

3.7 Rest and Meal Periods

All rest and meal periods will be in accordance with Rhode Island state law.

Office employees should take a 30 minute unpaid meal break within 5 hours of the start of any scheduled shift 7.5 hours or longer. To ensure that employee is completely relieved from duty during his/her lunch (as required for a meal period to be unpaid), it is preferred that this time be taken away from the work station. In addition, employees can take 2 paid

10 minute breaks within a 7.5 hours or longer shift. Reasonable unpaid break time will also be provided to breast-feed an infant or express breast milk.

The Company will also provide each employee at least 24 hours of rest in every calendar week in accordance with Rhode Island law.

3.8 Time Cards

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards, or the use of employee data collection systems, are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

3.9 Payroll Deductions

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

3.10 Wage Garnishment

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

3.11 Direct Deposit

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

3.12 If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Company. In an effort to ensure continuous improvement, the Company management may schedule an exit interview prior to an employee's last day of employment with the Company.

Employees who are rehired following a break in service in excess of 12 months, other than an approved leave of absence, must serve a new initial introductory period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

The Company does not provide a 'letter of reference' to former employees. Instead, upon request, we will confirm our employees' dates of employment, salary history and job title. All such requests should be forwarded to Human Resources.

All Company property must be returned upon termination. Otherwise, the Company may take further action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify Human Resources if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

3.13 Final Pay and Benefits

All employees separating from the Company will be paid in accordance with state and federal laws.

In addition to payment for wages due, employees will be paid for accrued, but unused paid time off in the last check or within the next normally scheduled pay period. Paid time off may not be used to satisfy a proper two week notice period.

Insurance coverage will end on the last day of employment. Human Resources will provide information for Consolidated Omnibus Budget Reconciliation (COBRA) health coverage. See section of handbook that specifically discusses COBRA. Continuation of other coverage not covered by COBRA may be available directly through the insurance provider. It is the employee's responsibility to work directly with the provider to facilitate continued coverage.

Section 4

Standards of Conduct and Employee Performance

4.1 Anti- Harassment and Discrimination

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

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, sexual orientation, gender identity, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management. In the event of

harassment or discrimination by an employee's immediate supervisor, the employee is encouraged to personally contact the Director of Human Resource.

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action and take remedial action when appropriate.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief. You may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC")

JFK Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203
(800) 669-4000

Rhode Island Commission for Human Rights

180 Westminster St #201
Providence, RI 02903
(401) 222-2662

4.2 Attendance

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

4.3 Performance Reviews

Your performance is important to our Company. While managers and employees are encouraged to regularly discuss job performance and goals, your supervisor will formally review your job progress within our Company and help you to set new job performance plans annually. The performance review process provides an opportunity for communication between you and your supervisor with respect to your job performance. It provides a framework to encourage and recognize strengths, identify and correct opportunities for improvement, discuss positive, purposeful approaches for meeting individual and Company goals and look toward your growth and development at this Company.

New employees are in an introductory period during their first 90 days of employment. During this period of time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. Should you satisfactorily complete the introductory period, your supervisor will generally meet with you to provide performance feedback. Satisfactory completion of the introductory period does not guarantee employment for any period of time, nor is an employee in an introductory period guaranteed 90 days of employment.

4.4 Promotions and Transfers

The Company believes that career advancement is rewarding for both the employee and the Company. We will consider for promotion qualified employees to new or vacated positions whenever possible. Your supervisor is available to discuss developmental and growth opportunities with you.

Job openings may be announced verbally and/or posted electronically via our company website. If you are interested in applying for one of these positions, notify your supervisor. To be considered, you must be in good standing in terms of work performance, attendance and not on any corrective action.

Information of interest and importance to you such as Job Opening Announcements will be regularly posted on the Company bulletin board and in the Company office. We suggest that you look at both of these locations regularly. Information may only be posted and/or removed by authorized personnel.

4.5 Discipline and Standards of Conduct

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Company records;
- c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- d. Possession or control of illegal drugs, explosives, or other dangerous or unauthorized materials;
- e. Possession of any weapon, unless employed by the Company as its Director of Security or a third-party security guard;
- f. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- g. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- h. Unauthorized or careless use of the Company's materials, equipment or property;
- i. Unauthorized and/or excessive absenteeism or tardiness;
- j. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- k. Sexual or other illegal harassment or discrimination;
- l. Unauthorized use or disclosure of the Company's confidential information;
- m. Violation of any Company policy.

4.6 Dress Code

All personnel assigned to direct cultivation or processing work will be required to wear uniforms without pockets, color coded for the department in which they are authorized to work and their level of security. These uniforms will be issued and maintained by the Company.

4.7 Limited Access Guidelines

Persons authorized to be on Company premises include:

1. Company owners, employees and authorized personnel.
2. Law enforcement officers and first responders.
3. Other federal, state, or local government officials when necessary to perform their governmental duties.

4.8 Visitor Requirements

All persons who are not Company employees or bona fide customers per above, but who have obtained prior permission from the Agent-In-Charge to be permitted on the premises shall be considered visitors. Such persons would include laboratory staff, contractors, or anyone whose presence at the facility is deemed necessary to perform essential and/or day-to-day business duties.

Visitors are required to:

1. Obtain visitor identification badges from security prior to entering the facility.
2. Be escorted and monitored by a designated Company employee at all times.
3. Visibly display the visitor identification badge at all times while the visitor is in the facility.
4. Return the visitor identification badge to security upon exiting the facility.

Company personnel will log all visitors in and out and maintain a log that includes the name of the person and the date, time and purpose of the visit. Photocopies of government issued identification cards are taken prior to admittance and kept along with a record of the visitor's entry. These logs are made available to government authorities if necessary.

If an emergency requires the presence of a visitor and makes it impractical to first obtain permission (first responders, firefighters, hazmat, etc.), Company will record, after the onset of the emergency, the name and affiliation of the visitor and the purpose, date and time of the visit. The company will monitor the visitor and maintain a log of the visit.

4.9 Safety

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." Safety can only be achieved through teamwork. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Routinely inspect your work area to identify and correct unsafe conditions and work practices.
2. Review emergency procedures including those in **Appendix C** to this Handbook.
3. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
4. The unauthorized use or possession of alcoholic beverages or illegal substances during working hours and/or on Company property will not be tolerated.
5. Use, adjust and repair machines and equipment only if you are trained and qualified.
6. Always practice safe lifting. Get help when lifting or pushing heavy objects.
7. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
8. Know the locations, contents and use of first aid and firefighting equipment, although you are not to use these unless trained or certified in their use.
9. Unauthorized possession, use or sale of weapons, firearms or explosives on work premises is forbidden.
10. Wear sensible, non-skid shoes. Open-toes, canvas, thongs or other footwear which offer little protection are not permitted at work.
11. Practice safe work habits by using personal protective equipment, using caution when moving through the facility, be aware of the environment, obey warning signs/instructions.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

4.10 Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

4.11 Smoking In The Workplace

The Company is committed to providing a safe and healthy environment for employees and visitors. To accomplish this, smoking is not allowed on the premises.

4.12 Fire Drills

Fire drills may be scheduled periodically throughout the year. These drills are an important aspect in employee safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, see your supervisor.

4.13 Substance Abuse

The Company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances in the workplace presents a danger for everyone. For these reasons, we have established as a condition of employment and continued employment with the Company the following substance abuse policy:

- The Company will perform Pre-Employment, Reasonable Suspicion, Post Accident/ Incident, Return to Duty, and Follow-Up testing as follows:

REASONABLE SUSPICION TESTING: All employees shall be subject to testing for all substances as set forth above in which an employee is acting in an abnormal manner which leads an owner or employer representative to believe that the employee is under the influence of controlled substances and/or alcohol. Reasonable suspicion testing can also be administered if there is evidence that the employee has tampered with a previous test result. Patterns of absence, tardiness or early departure on days following periods of time off may also be considered cause for reasonable suspicion.

POST-ACCIDENT/INCIDENT TESTING: All employees will be subject to testing following an on-the-job injury requiring medical treatment or following a potentially serious incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, potentially serious accident occurred where vehicles/equipment/property was damaged, unusually careless acts were performed, or where the cause was due to failure to wear prescribed personal protective equipment. Employees involved or that may have contributed in the incident are subject to this testing as well. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident to give a urine, breath or blood sample, and if in subsequent medical treatment that person(s) blood or other bodily fluid will be drawn, then the blood or other bodily fluids may be analyzed for prohibited substances.

RETURN TO DUTY TESTING: Return-to-duty testing is administered whenever an employee who has tested positive has completed the required treatment and is ready to return to the workplace. This type of testing will also be utilized for any employee who has been absent for an extended period of time.

FOLLOW-UP TESTING: Follow-up testing also is referred to as post-rehabilitation testing. This testing follows an employee's return to the workplace after completing rehabilitation. It will be randomly administered throughout your employment.

- Employees are prohibited from reporting to work or working while using illegal or unauthorized drugs. Employees are prohibited from reporting to work or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her essential job functions.
- In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the

workplace including: on Company paid time, on Company premises, in Company vehicles or while engaged in Company activities.

- Employees are also prohibited from reporting for duty or remaining on duty while under the influence of alcohol. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods.
- Your employment or continued employment with the Company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination may be permitted in lieu of termination, at the Company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws. The Company assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, the Company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others.

The Company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the Company's policies and applicable federal, state or local laws.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of Company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

COMPLIANCE REQUIREMENTS

An employee who refuses to submit to testing, adulterates or dilutes the specimen, substitutes the specimen with that from another person or provides a substitute for another employee, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test, receives a confirmed positive test result, or one who has been arrested or criminally convicted of drug charges shall be required to immediately leave the worksite and will be subject to the same consequences of a positive test. Additional disciplinary action up to and including termination may result.

REINSTATEMENT PROCEDURES

A worker receiving a confirmed positive test result will be suspended without pay for a period of 30 days and may return to work under a probationary status after the following conditions have been satisfied:

- a. Referral by Human Resources to a substance abuse professional for assessment and recommendations (at the employee's expense).
- b. Documentation is supplied that the worker has been in a rehabilitation and counseling program and has tested during the period non-positive to substances indicated in this policy.
- c. Evidence is submitted of the worker's passing of a Return to Duty test immediately prior to his return that meets the requirement of this policy.
- d. The worker submits a signed statement acknowledging his/her acceptance of Follow-Up Testing. The cost of the additional random testing during the employee's probationary period will be borne by the employee.

An employee will be subject to immediate termination if he/she tests positive a second time or violates the Return-to-Work Agreement.

CONFIDENTIALITY OF RECORDS

All drug-testing information, specifically relating to individuals, is confidential and should be treated as such by anyone authorized to review or compile program records. All records and information of the personnel actions taken on employees with verified positive test results should be forwarded to Human Resources. Such shall remain confidential, appropriately safeguarded, allowing access only to authorized individuals who have a "need-to-know."

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with Management or Human Resources without fear of reprisal.

4.14 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company premises are the property of the Company ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

4.15 Cooperation with Agencies

Employees shall cooperate with State and Federal agencies during official inspections and investigations and during the conduct of personnel security investigations of present employees. This includes providing suitable arrangement, within the facility for conducting private interviews with employees during normal working hours, providing relevant employment and security records for review when requested, and rendering other necessary assistance. The Company has provided a floor plan to the designated law enforcement agency.

4.16 Media and Public Relations Policy

The Company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our Company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

All media inquiries should be referred to the CEO and not be handled by the employee directly.

4.17 Internet, Email, Camera and Computer Use Policy

The Company uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using the Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Company. The following list is not exhaustive and the Company may implement additional rules from time to time.

- a. Employees are prohibited from making references to this worksite in any form through social media communications including Facebook, Twitter, and personal emails. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.
- b. Employee's own electronic media may only be used during breaks. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
- c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary, for any reason.
- d. The Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company reserves the right to keep a record of all passwords and codes used on its systems and/or may be able to override any such password system
- e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications. Security concerns should be brought directly to the CEO.
- f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, cameras, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets. Additionally, employees are not permitted to possess or use cell phones, cameras, or any other audio or video recording devices inside the production area of a cultivation center.

- g. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about this Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others.
- h. Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction. There should be no expectation of privacy except in restrooms and private areas designated for changing of clothing. Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of the Company as well as their satisfaction with our service.
- i. The Company may conduct video surveillance of non-private workplace areas to identify safety concerns, maintain quality control, detect theft and misconduct, and prevent acts of harassment and workplace violence. Because the Company is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

4.18 Cell Phone Policy

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings. Additionally, as stated above, no employee may possess or use cell phones, cameras, or any other audio or video recording devices inside the production area of a cultivation center.

4.19 Care of Equipment

You are expected to demonstrate proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

Section 5 Employee Benefits and Services

5.1 Generally

Aside from those benefits required by state and federal regulations, this Company also offers additional benefits for its employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes at any time, with or without notice.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact our Sr. Administrator and HR.

5.2 Medical Insurance

Full-time eligible employees may elect to enroll themselves, their spouse and their children in the medical insurance offered by the Company. Coverage will become effective on the first of the month following 90 days of full-time employment upon completion of the employees' introductory period. Summary Plan Descriptions (SPD) containing the details of the available health plans may be obtained from Human Resources. If an HSA is elected, enrolled employees may opt to establish a Health Savings Account with a bank that offers such accounts and direct deposit monies into this account pre-tax. Rules regarding use of the Health Savings Account may be obtained from the employee's bank of choice and/or the IRS.

To assist you with the cost of this insurance, the Company will pay a portion of the premium for employee and may choose to also cover a portion of the dependent coverage. Each policy year you will be presented with plan options and costs for each plan offered by the company. You are responsible for paying the balance of the cost for your insurance, if elected, through a payroll pre-tax deduction.

Upon termination or a change in employment classification, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. See 5.8 below and for more information, contact Human Resources.

5.3 Dental Insurance

Full-time eligible employees may elect to enroll themselves, their spouse and their children in the dental insurance offered by the Company. Coverage will become effective on the first of the month following 90 days of full-time employment. The Company assists with the cost of this insurance for employees and may choose to also cover a portion of the dependent coverage. You are responsible for paying the balance of the cost, if elected, through a payroll pre-tax deduction.

A Summary Plan Description (SPD) containing the details of this benefit plan and the eligibility requirements may be obtained from Human Resources.

5.4 Life and AD&D Insurance

Life insurance offers you and your family important financial protection. The Company provides its regular, full-time employees Group Life and Accidental Death and Dismemberment (AD&D) insurance in an amount of \$10,000. Coverage must be elected within 30 days of employment.

5.5 Long Term Disability

Following 30 days of service, full-time employees are eligible to enroll in Long Term Disability (LTD) income benefits. The Company pays the full cost of this coverage. In the event you become disabled from a non-work related injury or sickness, disability income benefits are provided as a source of income after 180 consecutive days of total disability. See the Summary Plan Description for more details on this benefit.

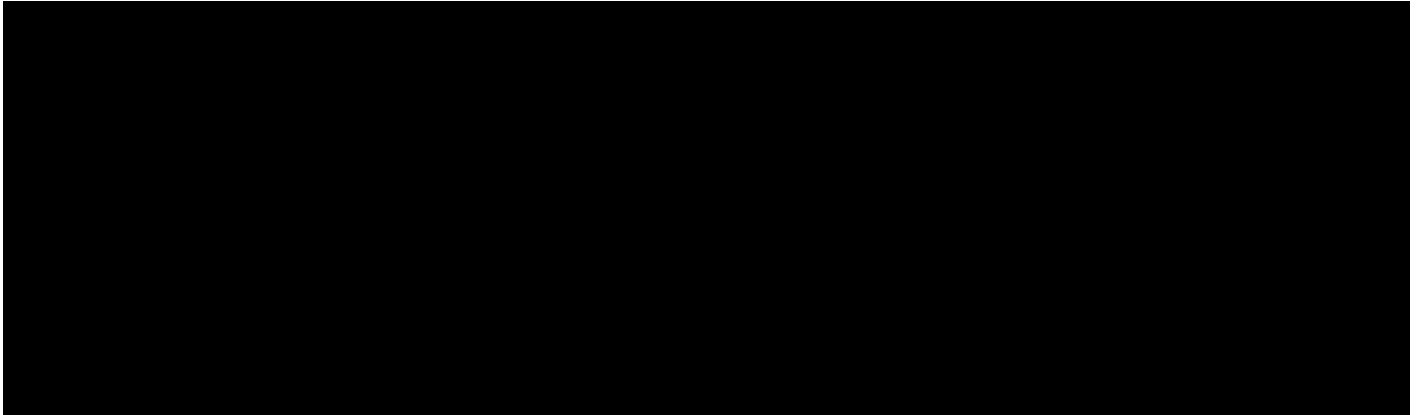
5.6 Short Term Disability – RI TDI

If you work for a Rhode Island Employer and have become unable to work due to an illness or non-work related injury, you may be eligible to receive Temporary Disability Insurance (TDI). If you become ill or injured and a doctor's examination shows that you cannot work for at least 7 consecutive days, you should apply for TDI benefits. To file for TDI, simply complete the TDI application form and return it to the RI Dept. of Labor & Training.

Medical Requirements

A licensed physician must certify that an individual cannot work for at least 5 consecutive days. For eligibility to begin with the first week you were disabled, a doctor must examine you in either that week, or the week immediately before, or immediately after, your first week of disability.

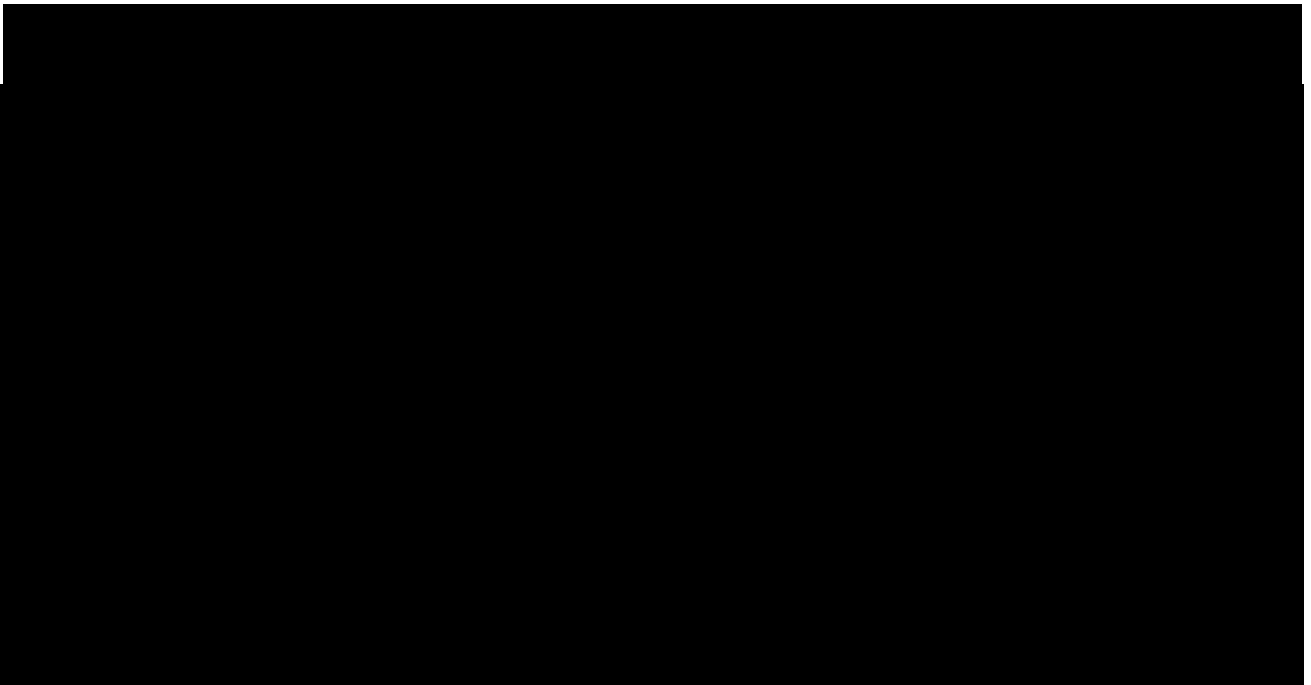
Earnings Requirements



Waiting Period

You must serve a Waiting Period of 5 consecutive days at the start of your claim.

Amount of Benefits



5.8 COBRA.

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is

defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

5.9 Section 125 Plan

A Section 125 plan is a benefit plan that offers a pre-tax contribution option for regular full-time employees to:

- Make contributions toward premiums for medical insurance, dental insurance and group life insurance on a “before tax” rather than an “after tax” basis. This means your premium contributions are deducted from your gross pay before income taxes and Social Security are calculated.
- Set aside pre-tax dollars to pay for eligible, non-reimbursed health care expenses and/or dependent care expenses during the plan (calendar) year. Through this program, called Flexible Spending Account (FSA), you can reduce your taxable income without reducing your real income, allowing you to keep more of the money you earn. Participation in a FSA requires an annual election, specifying the dollars you wish to direct to your account on a pre-tax basis, up to defined plan limits (see enrollment form). The tax free money is then available to you for reimbursement of out-of-pocket expenses. According to IRS guidelines, funds that remain in the account at the end of the reimbursement period for any given plan (calendar) year are forfeited. Thus, you should take care to not over-fund your account. *(Please note: Employees who elect to enroll in a high deductible medical plan/HSA, may only participate in a Limited (medical) FSA which allows for reimbursement of dental and vision expenses only.*

To participate in this plan, complete an election form and return it to Human Resources. Your gross pay is reduced by an amount equal to your contributions for qualified Section 125 benefits.

You cannot make any changes to your medical insurance, dental insurance, group life insurance or Flexible Spending Account coverage until the next enrollment date, unless family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective the following month.

5.10 401(k) Savings Plan

The Company has established a 401(k) savings plan to provide employees the potential for financial security upon retirement. You must be 21 years of age, complete six (6) month of service and meet other eligibility requirements as defined by the plan document to enroll in the 401(k) savings plan. Once eligible, you may enroll on the first day of the next month following eligibility or the plan anniversary date – June 1 each year. The Company has created a discretionary match which may be announced up through December 31st each year. It is the Companies goal of matching the first 4% of your contributions \$1 for \$1.

Participation in the plan is subject to all terms and conditions of the plan. Employees are encouraged to carefully review the 401(k) Summary of Benefits and to review investment decisions with a personal financial advisor. Questions regarding the plan, matching and/or vesting should be directed to The Director of Human Resources.

5.11 Worker's Compensation.

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. This Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

5.12 Social Security Benefits (FICA).

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

5.13 Unemployment Insurance.

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

Section 6

Employee Leaves of Absence and Time Off

6.1 Generally.

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 30 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law. The Company will also comply with all applicable requirements for types of leave covered by the Family and Medical Leave Act, the Rhode Island Family Military Leave Act, the Rhode Island Military Leave of Absence Act, and any other applicable federal or state laws.

6.2 PTO – Sick and Personal Days.

Eligible employees are entitled to 5 paid PTO sick/personal days per year based on an accrual system that is in a bank for use at the start of each Fiscal year July 1st – June 30th. Sick/personal PTO days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis. When employees eligible for paid sick/personal days do not take the full amount of time they could have taken in a year, that amount will be forfeited at the end of the year.

6.3 PTO.

Full-time employees are eligible for Paid Time Off (PTO). The Company's vacation year runs from July 1st to June 30th. The vacation calendar is based on a monthly accrual system. The total PTO allotted to each employee is based on his/her date of hire.

PTO is calculated according to your anniversary date as follows:

After 90 day Probation, you will receive 1 week of PTO.

One prorated* week of PTO the month following your date of hire

After 5 years, you will receive 2 weeks of PTO.

Three prorated* weeks of PTO the month following your date of hire

After 10 years, you will receive 3 weeks of PTO.

Four prorated* weeks of PTO the month following your date of hire

*On January 1st, you will receive your vacation allotment which based on your anniversary date and based on working the upcoming 12 months.

*All prorated days will be rounded to the nearest day.

Eligible employees are entitled to 5 paid vacation days per year. Vacation days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis. When employees eligible for paid vacation days do not take the full amount of vacation time they could have taken in a year, that amount will be forfeited at the end of the year. Upon termination, employees will be paid all accrued but unused vacation time as wages.

6.4 Holidays.

This Company typically observes the following holidays:

- New Year's Day
- Memorial Day
- 4th of July
- Victory Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday

Regular full-time employees are eligible for paid time off on these holidays immediately upon hire. Part time employees, who would otherwise be scheduled to work on these holidays, will have these days off, without pay.

The floating holiday that the Company provides will allow an employee to take off a day on which they would normally work to celebrate an additional holiday (e.g., Easter, Yom

Kippur, etc.). Floating Holidays must be chosen by employees and communicated to their supervisors for approval in sufficient time to allow them to assure that company operations will not be interrupted by the employee's absence.

The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

6.5 Pregnancy-Disability Leave.

Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request a paid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

Employees who wish to take a pregnancy disability leave must notify our Sr. Administrator and HR of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from our Sr. Administrator and HR.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact our Sr. Administrator and HR.

6.6 Family and Medical Leave.

Eligible employees may request a family and medical leave of absence under the federal Family Medical Leave Act ("FMLA") in the circumstances described below. Eligible employees are those who have been employed by the Company for at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence and are employed at a worksite where there are 50 or more employees of the Company within 75 miles.

Employees must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon as he or she becomes aware of the need for leave. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- a. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 2 months of the birth or placement of the child;
- b. the care of the employee's spouse or registered domestic partner, child, or parent with a "serious health condition";
- c. the "serious health condition" of the employee;
- d. because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation; or
- e. to care for a covered service member (who is the employee's spouse, child, parent or next of kin) with a serious illness or injury.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. A "covered service member" is a member of the Armed Forces (including National Guard or Reserves) who is the employee's spouse, child, parent or next of kin, and is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty. A "serious illness or injury" is an injury or illness incurred in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

Medical Certification: When leave is requested for medical reasons, the employee must submit a medical certification from the health care provider that establishes the employee is eligible for family and medical leave. The certification must be provided as soon as is reasonably practical, and not later than the date leave begins or within 15 days of the

Company's request, whichever is later. When the leave is requested because of the employee's own serious health condition, the certification must include: (1) the date the serious health condition commenced, (2) the probable duration of the serious health condition, and (3) a statement that, because of the serious health condition, the employee is unable to work or needs medical treatment.

When leave is requested to care for a family member who is ill or injured, the certification must contain: (1) verification the family member has a serious health condition or serious injury or illness, as defined above, and the date such condition began, (2) the probable duration of the condition, (3) an estimate of the amount of time the health care provider believes the employee will be needed to care for the family member or covered service member, and (4) a statement that the condition warrants the participation of the employee to provide care. The Company reserves the right to contact the health care provider to seek clarification of information in the certification, as needed, and may require recertification, as appropriate.

Before returning to work at the conclusion of a leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty. The employee must provide the required medical certification to the Company in a timely manner to avoid a delay or denial of leave.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period for the purposes described in (a)-(d), above. The 12-month period will be calculated based on a calendar year. Leave for the purpose described in (e), above (to care for a covered service member), may be taken for up to twenty-six (26) workweeks in a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for the reasons specified in paragraphs (a)-(d) and (e) above. In other words, any family and medical leave taken for reasons specified in paragraphs (a)-(d) above (up to 12 weeks), will be counted towards the total 26-week entitlement permitted for leave to care for a covered service member with a serious illness or injury during the single 12-month period. All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

During a family and medical leave, group benefits will be maintained for up to 12 workweeks (or up to 26 weeks when leave is for the purpose of caring for a covered service member), as if the employee was continuously employed.

If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, the employee will be deemed to have resigned from his or her employment. Upon returning from such a leave the employee will normally be reinstated to his or her original or an equivalent position and will receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family

and medical leave. The Company will provide written notice to any "key" employee who is not eligible for reinstatement.

If you and your spouse both work for our Company, the two of you will be entitled to a combined total of 12 weeks of leave to care for a newborn, newly adopted child, or recently placed foster child, and to care for a parent with a serious health condition. If you both qualify for the 26-week leave permitted to care for a covered service member, you will be entitled to a combined total of 26 weeks of leave for this purpose, as well as to care for a newborn, newly adopted child, or recently placed foster child, or to care for a parent with a serious health condition.

State Family and Medical Leave:

An employee may qualify for up to 13 weeks of unpaid state leave in any 12-month period if the employee or family/household member is a victim of domestic violence or sexual assault. All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

6.7 Workers' Compensation Leave.

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor or the Director of Human Resources.

Should medical attention be required, the Company will provide the employee with a list of physicians accessible to employees. Medical care will typically be coordinated with Occupational Physician either through an urgent care facility or private practice. An accident investigation should be conducted immediately and the employee and manager must complete an injury report and fax it immediately to Human Resources. Human Resources will provide an Authorization for Treatment form for the employee to take with you to your medical appointment. A post-accident drug screen will be conducted during this appointment.

If life-threatening, a member of management (or another employee if management is not available) should CALL 911 immediately. Management should notify Human Resources of the injury immediately. Human Resources will work to forward proper authorization to the emergency room or treating facility as soon as feasibly possible. Accident reports should be completed and faxed to Human Resources by no less than the next business day following the accident. A post-accident drug screen will be conducted at the emergency care facility. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead or contribute to an employee accident. Additionally, the Company will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on the Company as prescribed by applicable federal, state or local law.

The Company will not retaliate against any employee who files a worker's compensation claim.

6.8 Bereavement Leave.

In the event of a death in the immediate family, employees may have up to 3 working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren.

6.9 Jury Duty.

U.S. citizens have a civic obligation to provide jury duty service when called. Full-time employees who are summoned for jury duty will be paid the difference between their normal rate of pay and the jury duty pay.

You should make arrangements with your supervisor as soon as you receive your summons. In fairness to our company, you are expected to return to your job if you are excused from jury duty during your regular work hours.

By state law, a regular night shift employee will not be required to work if he or she is serving on a jury during the day. The employee should also, by law, not lose any seniority or benefits for serving jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

6.10 Voting Time.

The Company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Employees who are registered voters and whose working hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls may take up to two hours off work with pay to vote in any local, state, and national election at a time decided by the employer. Notify your supervisor of the need for voting leave as soon as possible, before election day.

6.11 Military Leave.

Military leaves are available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with the Rhode Island state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for

reemployment within the time prescribed by law. The employee must provide advance notice of the need for leave whenever possible. The employee should give the employee's supervisor as much advance notice as possible to allow the Company to make arrangements to cover his or her position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months from the date of military departure.

6.12 Military Family Leave.

Employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard or Reserves, may take up to ten (10) days of unpaid leave when their spouse or domestic partner is on a leave from deployment during a military conflict. In order to be eligible for this leave, the employee must work an average of at least 20 hours per week and have a spouse or domestic partner who is either (1) a member of the United States Armed Forces deployed during a military conflict to a designated combat theatre or combat zone; or (2) a member of the National Guard who has been deployed during a period of military conflict; or (3) a member of the Military Reserves who has been deployed during a period of military conflict. Eligible employees are required to notify the Company of their intention to take such leave within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave and provide documentation certifying that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

6.13 Personal Leave Of Absence

The Company expects its employees to attend to personal matters outside of working hours or while using PTO time. However, personal circumstances may necessitate an absence from work that extends beyond paid time off (PTO). If after one year of service, an employee requests and compelling personal circumstances justify, the Company may approve a personal leave of absence not to exceed six months.

An employee wishing to request a personal leave of absence must do so in writing to the CEO as soon as the need for a personal leave is known. The request for leave should clearly identify the reason for the request and the anticipated return date. The CEO will work with Human Resources to approve or deny the request for leave. Available PTO time must be exhausted before unpaid time will be granted.

An employee on leave must return no later than the anticipated return date or request an extension in writing. An employee who does not return to work by the end of the approved leave will have voluntarily resigned his/her position with the Company.

An employee on a personal leave of absence, s/he may continue medical insurance coverage by making arrangements with Human Resources to pay the full monthly premium in advance each month.

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

Employee:

I acknowledge that I have been provided with a copy of the Company Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

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

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

I further understand and expressly agree that any and all disputes between the Company and me shall be governed by the Dispute Resolution Arbitration Policy described above.

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

By: _____
Director of Human Resources

Date: _____

By: _____

Date: _____

Appendix A
Our Manifesto. Our Mission. Our Motivation.

Centuries ago, cannabis and its oils were used for medicinal purposes for teething babies, appetite loss, insomnia and anxiety. It was nature's answer to some of life's everyday ailments. But somewhere along the way, it became the bad guy.

The time has come to lift the stigma and put the demonization to rest.

Why? Because the good it brings far outweighs the perceived evil.

And we, at this Company, are part of the revolution to bring the healing powers of cannabis to the people who need it most.

We believe in people over profit. People we know and love have inspired us to do whatever it takes to help them feel better, physically and emotionally. And our personal stories are what motivates us every day to bring that same natural wellness to others in need.

We believe in purity. That's why every seed, every plant and every leaf are cultivated under the watchful eyes of independent testers. We will create nothing short of the highest quality product with the highest form of efficacy.

We believe in Mother Nature. She is our North Star, our guide in searching out and carefully choosing the right strains that deliver what each patient needs.

We believe that everyone has the right to peace of mind. It's our mission to make sure every patient who chooses this Company feels safe, confident and assured that we understand their needs and share their belief that cannabis is natural and good.

We believe in individuality. Inside our commercial kitchen you'll find the most talented chefs we know creating a complete line of products that cater to the different lifestyles and needs of each unique patient –
from creams and oils to edibles and drinks.

We believe that feeling better should be easy. This Company doesn't talk over your head. We don't use words you can't understand.
It's hard enough to struggle every day with pain and uncertainty.
That's why we've designed our packaging and website to help everyone understand their options and the solutions that are best for them.

This is a new frontier and this Company wants to be the one to hold the hands of many as they embark on their new journey of wellness. We are all in this life together, connected with nature, connected to each other. Join us, won't you.

Appendix B

Employee Non-Disclosure Agreement

This Nondisclosure Agreement ("Agreement") is made this ___ day of ___, 20___, by and between _____ ("Company"), and _____ ("Employee").

- A. The Company cultivates and dispenses medical cannabis at a number of locations in Rhode Island.
- B. The success of the Company depends to a substantial extent upon the maintaining strict secrecy with respect to confidential information relating to the business of the Company and its clients, and maintaining the goodwill and relationships it develops with referral sources, potential referral sources, vendors, and suppliers.
- C. Employee, by reason of his or her employment with the Company, may be given access to and may acquire knowledge of confidential and sensitive business information of the Company (and, if currently employed, may have already had access to and acquired and may continue to have access and may acquire such information). Employee acknowledges that the Company has informed Employee that it is willing to employ Employee and to provide access to its Confidential Information as the needs of the business dictate, in reliance upon the agreements and covenants of Employee in this Agreement.

In consideration of the Company agreeing to employ (or continue to employ) Employee, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Employee and the Company agree as follows:

- 1. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall be defined as follows: (a) books, records, and electronic files and databases relating to the operation, operational procedures, customers, finance, accounting, sales, personnel or management of Employer; (b) security codes; (c) the timing of when any shipment or delivery arrives to or is shipped from the center; (d) business plans and strategies; (e) customer names, addresses and other contact information; (f) price lists, pricing information and pricing methods; (g) cost lists and costs information; (h) supplier and vendor names and contact information; (i) to the extent not already covered by (a) through (h), any trade secrets of Employer. Notwithstanding the foregoing, confidential information shall not include information that is available to the public through reasonable and lawful means and that did not become available to the public through any unlawful conduct or breach of any agreement by Employee or any other person.
- 2. **Restrictions on Use or Disclosure of Confidential Information.** Employee agrees that he/she shall not, either during Employee's employment or at any time after Employee's employment (irrespective of the reason for the termination of

Employee's employment), without the prior written consent of the Company, use any of the Confidential Information for any purpose other than to the limited extent that such disclosure or use may be reasonably required in connection with Employee's employment with the Company (and for the direct benefit of Scrub). Employee further agrees that he/she shall hold the Confidential Information in the strictest confidence and shall abide by and respect the Company's proprietary rights therein. The restriction set forth in this paragraph shall not be limited in time. Any violation of this paragraph during the Employee's employment shall be grounds for significant discipline, up to and including termination of employment.

3. **Return of Materials.** Any Confidential Information, and all other business information or documents, shall be and remain solely and exclusively the property of the Company. During his or her employment, Employee shall not remove from the property or premises of the Company any Confidential Information or any other documents or data relating to the business, work, services or sales of the Company, or copies thereof, unless authorized by the Company and required for Employee to perform his or her duties for the Company. Upon the termination of Employee's employment (regardless of whether such termination is with cause or without cause, or voluntary or involuntary), Employee shall promptly deliver to the Company all documents, files and other items (whether maintained in electronic or hard copy format) obtained in the course of his or her employment with the Company, whether or not Employee believes such items constitute or contain Confidential Information, and without retaining any copies, notes, or excerpts thereof.
4. **Proprietary Information; Nature of Obligation to Furnish Information.** Employee agrees that Confidential Information furnished to him/her under the terms of this Agreement shall remain the exclusive property of the Company and the Company shall retain all of its proprietary rights with respect thereto. Although the Company agrees that it will provide Employee access to Confidential Information of the company, the Company shall determine, in its sole discretion, what specific types of Confidential Information it shall furnish to Employee. Employee will not necessarily have access to all types of Confidential Information of the Company.
5. **Third Party Information.** Employee agrees and represents that he or she will not during the course of Employee's employment with the Company use or disclose any confidential or proprietary information of any third party, including of any prior employer.
6. **No Restrictive Covenants.** Employee represents that he or she is not subject to any non-compete agreement, non-solicitation agreement or other restrictive covenant that, if enforceable as written, would prohibit or limit Employee's employment with the Company in the capacity in which Employee has been or is being hired.
7. **At-Will Employment.** Employee and the Company acknowledge and agree that this Agreement shall not be interpreted to be an employment contract for any definite term and that Employee is an at-will employee. Nothing contained in this Agreement

alters the employment-at-will relationship between the Employee and the Company, nor restricts in any manner the right of the Employee to voluntarily terminate employment, or the right of Employer to terminate the employment of the Employee for any reason or no reason at all, with or without cause, and with or without prior notice.

8. Duty of Loyalty; Agreement not to Furnish Services for the Company'

Competitors. During Employee's employment with the Company, Employee will not directly or indirectly provide any services whatsoever for or on behalf of any business that is substantially similar to the business and/or activities of the Company, or for any vendor that, during the time Employee is providing services to the Company, (a) has furnished any services to the Company, or (b) has solicited the Company business.

9. Entire Agreement. This Agreement expresses the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, agreements, representations, and understandings. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective or binding unless set forth in a writing signed by both the Company and Employee and specifically referring to this Agreement.

10. Severability; Reasonableness; Remedies. The parties to this Agreement intend that this Agreement restrict the activities of Employee only to the extent necessary for the protection of the Company' legitimate business interests. The invalidity or unenforceability of any provision or clause of this Agreement shall not affect the continued validity or enforceability of any other provision or clause hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or clause were omitted. If a court of competent jurisdiction determines that any of the provisions of this Agreement are unenforceable because of the scope or duration of such provision, to the extent permitted by law, the court shall modify such provision(s) to such lesser term or to such lesser extent as may grant the Company the maximum protection permitted by applicable law, and said circumstances and such provision, as modified, will be fully enforceable as though set forth in this Agreement. Any such modification will not affect the other provisions or clauses of this Agreement in any respect. If the applicable law does not allow for such modification, to the extent permitted by law, the Court shall strike out any unenforceable provision, and enforce the remaining provisions. The parties acknowledge and agree that: (a) the restrictions contained herein are reasonable and necessary in order to protect the Company' legitimate business interests; and (b) any breach or violation of the covenants set forth would result in harm and injury to the Company; and (c) the Company will be without an adequate legal remedy in any such case. Accordingly, Employee acknowledges and agrees that in the event of any actual or threatened violation or breach of this Agreement, the Company will be authorized and entitled to obtain from any court of competent jurisdiction: (i) temporary, preliminary and permanent injunctive relief, and (ii) an equitable accounting of all profits or benefits arising out of such violation or breach. Such remedies shall be cumulative

and in addition to any other rights or remedies to which the Company may be entitled in law or in equity.

11. **Applicable Law; Attorneys' Fees; Choice of Forum.** Each of the parties covenant and agree that this Agreement is to be construed and governed by Rhode Island law. The parties agree that any dispute as to this Agreement or Employee's employment with the Company shall be resolved pursuant to the terms of the Company's Dispute Resolution Arbitration Policy, except that should the Company determine that it needs temporary and/or preliminary injunctive relief in order to stop or prevent irreparable harm, the Company may seek such relief in any court of competent jurisdiction. In the event of any litigation or arbitration arising out of this Agreement, the Company will be entitled to recover its costs and reasonable attorneys' fees from the Employee should it be the prevailing party. The parties expressly consent to the personal jurisdiction of the courts of the State of Rhode Island.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Employer and any successor or assign of Employer, including, without limitation, any corporation or other entity that may acquire all or substantially all of the assets of Employer, or with or into which Employer may be merged or consolidated, and any such successor or assign shall be deemed substituted for Employer under the provisions hereof.

13. **Additional representations by Employee.**

- a. I have read this Agreement in its entirety. (Initial here: _____).
- b. I understand the terms of this Agreement, and I have voluntarily entered into it. (Initial here: _____).
- c. No one has made any representations to induce me to enter into this Agreement other than the representations specifically set forth in this Agreement. (Initial here _____).

AGREED AND ACCEPTED:

EMPLOYEE:

THE COMPANY:

Printed Name: _____

Printed Name: _____

Position: _____

Dated: _____

Dated: _____

Appendix C

Emergency Management Procedures

Incident Management

In order to maintain the health and safety of all employees, the Company has instituted the following procedures. This section provides additional information of how Company has instituted policies in order to limit employee exposure to potentially unsafe conditions.

Workplace Violence

The Company considers workplace violence as any action, conduct, threat or gesture of a person towards an employee or employee's visitor in their workplace that can reasonably be expected to cause harm, injury, illness to that employee. We are committed to providing a safe environment for all employees and visitors and do not tolerate any forms of workplace violence. Employees are required to report any workplace violence incidents or alarming behavior to their supervisor.

SIGNS OF WORKPLACE VIOLENCE

Threatening behavior – such as shaking fists, destroying property, or throwing objects

1. Verbal or written threats – any expression of intent to inflict harm
2. Harassment – any behavior that demeans, embarrasses, humiliates, annoys, alarms or verbally abuses a person.
3. Verbal abuse – swearing, insults or condescending language
4. Physical attacks or confrontation

On-The-Spot Management of Violence

1. Remain calm.
2. To the extent that employee can, try to continue to communicate with the individual calmly and confidently.
3. Call the Police/Security if necessary. If employee cannot call, instruct others to call. Report employee name and location and information on “who, what, where and when”. If firearms are present provide law enforcement with as much detail as to the number and types of weapons involved along with all observations concerning ammunition supplies.
4. Do not physically attempt to get the suspects to leave. Do not touch them.
5. If violent behavior is occurring, employee should escape, hide or cover up if injury is likely.
6. Make every possible effort to get others out of the immediate area.
7. Never attempt to disarm or accept weapons from suspects
8. If weapons are involved, calmly ask suspects to put weapons in neutral locations.
9. Don't argue, threaten, or block suspect's exit.

Gas Leaks

Natural Gas is flammable and something as simple as a spark can serve as an ignition source.

IF A GAS LEAK IS SUSPECTED

1. Look for visible signs of a gas leak. This may include dirt or water being blown into the air, fire or explosion near a pipeline or exposed pipeline, after an earthquake, fire flood or other disaster.
2. Listen for any unusual sounds such as hissing, whistling or roaring.
3. Smell for unusual odors. Propane, natural gas and other flammables often have odorants infused to alert persons of a hazard.
4. Immediately and safely evacuate the area.
5. Call 911 to report the suspected emergency.
6. Do not light matches, candles, cigarettes or any other material.
7. Do not turn any electrical devices on or off, including light switches.
8. Do not start any engines or use any devices, including telephones.
9. Do not attempt to repair any leaks.
10. Wear heavy shoes in all areas near broken glass or debris. Keep employee head and face protected from falling debris.
11. Turn on a battery-operated radio (if no gas leaks are found) or car radio to receive disaster instructions.

In Case of Fire

1. Fire alarms and smoke detection equipment are located throughout each floor for employee safety. If the alarm sounds, evacuate the building in the safest way possible using the nearest exist. Do not return until instructed to do so.
2. Call emergency response services from a safe place and provide name, phone number and exact building location.
3. Under no circumstances should staff re-enter the building until the responding Fire Chief or law enforcement officer has indicated it is safe to do so.
4. Employees should be familiar with the location of the muster station for their area of work along with the alternate muster station location. Remain at the muster station until your name has been recorded and it is clear to officials that all employees/visitors from the building have been accounted for.

IF A FIRE IS SEEN ANYWHERE IN THE BUILDING

1. Activate the building fire alarm system closest to employee if not yet activated
2. If it is possible (without endangering personal safety) notify contact person / facility security officer.
3. If possible, grab keys and ID card before leaving the building.
4. If possible, try to extinguish it by using fire-fighting equipment. **DO NOT RISK PERSONAL SAFETY**

5. Evacuate the building immediately by using the stairs and not the elevator.
6. If a door feels hot on way out, do not open it. Keep the door closed. Call emergency services for help. If the phone system is not working, yell out the window for help.
7. If the hallway is filled with smoke, drop low to the ground, cover the nose and mouth with a damp cloth or t-shirt and crawl quickly to the nearest exit. If the smoke is overwhelming or fills the entire hallway, return to and remain in the preceding room, following the procedures above.
8. Call fire department if ordered by Agent-In-Charge and direct them to the location.

In Case of Flood

1. Raise alarm
2. Inform Agent-In-Charge
3. Call fire department if ordered by Agent-In-Charge and direct them to the location.
4. Listen to local radio or TV for weather information.
5. If employees are asked to evacuate, shut off main power switch, main gas valve and water valve. Follow local evacuation plan and routes.
6. Do not attempt to drive over a flooded road, as it might be washed out. If employee is on the road, watch for possible flooding at bridges, dips and low areas.
7. Watch for damaged roads, slides and fallen wires.
8. Drive slowly in water and use low gears.
9. If driving and vehicle stalls, abandon it immediately and seek higher ground.
10. Do not attempt to cross a stream on foot where water is above the knees.

Severe Weather

Severe Weather Watch: Conditions are favorable for a severe weather to form in the area. This is time to prepare and be aware of where employee will go to seek shelter. When a watch has been issued for an employee's County, monitor the situation for additional information. Employees can stay alert by listening to the radio, television or a weather radio for the latest weather information.

SUMMER STORMS

1. A hurricane forecast means a hurricane (74 MPH sustained wind speed) exists and may strike the area within 72 hours.
2. A hurricane watch means a hurricane may strike the area within 24-36 hours.
3. A hurricane warning means a hurricane is expected within 24 hours or less.
4. A tropical storm watch means a tropical storm (34-73 MPH sustained wind speed) exists and may strike the area within 36 hours or less.
5. A tropical storm warning means a tropical storm may strike the area within 24 hours or less.

SEVERE WEATHER WARNING

A weather anomaly has been actually spotted in the area or Doppler radar has indicated an area of rotation. When a warning has been issued for said County it is time to take shelter immediately.

1. When a thunderstorm or lightning threatens, get inside a home or large building, or inside an all-metal vehicle (not a convertible). Stay indoors and don't venture outside unless absolutely necessary.
2. Stay away from open doors and windows, fireplaces, radiators, stoves, metal pipes, sinks and plug-in appliances.
3. Don't use plug-in electrical equipment such as hair dryers, electric blankets or electric razors during the storm.
4. Except for emergencies, don't use a wired telephone during the storm. Lightning may strike telephone lines outside.
5. If outside, with no time to reach a safe building or automobile, follow these rules:
 - a. Do not stand underneath a natural lightning rod such as a tall, isolated tree in an open area.
 - b. Avoid projecting above the surrounding landscape, i.e., standing on a hilltop, in an open field, on the beach, or fishing from a small boat.
 - c. Get away from the water.
 - d. Get away from large metal equipment.
 - e. Stay away from wire fences, clotheslines, metal pipes, rails, exposed sheds or anything that is high that would conduct electricity as some of these could carry electricity to employee from some distance away.
 - f. Don't handle any large metal objects like fishing rods and golf clubs.
 - g. Stay in employee automobile if employee is traveling. Automobiles offer excellent lightning protection.
 - h. If no buildings are available, employee's best protection is a cave, ditch or canyon, or under head-high clumps of trees or shrubs.
 - i. If only isolated trees are nearby, employee's best protection is to crouch in the open, keeping twice as far away from the isolated trees as the trees are high.
 - j. When employee feels the electrical charge – if his or her hand stands on end or his or her skin tingles – lightning may be about to strike. Drop to the ground immediately.

FIRST AID FOR LIGHTNING STRIKE

1. Persons struck by lightning receive a severe electrical shock and may be burned, but they carry no electrical charge and may be handled safely.
2. A person "killed" by lightning can often be revived by prompt mouth to mouth resuscitation, cardiac massage, and prolonged artificial respiration.
3. In a group struck by lightning, the apparently dead should be treated first – those who show vital signs will probably recover spontaneously, although burns and other injuries may require treatment.

DURING AND AFTER WINTER STORM

1. Dress warmly. Wear multiple layers of protective, loose-fitting clothing, scarves, mittens and hoods. Cover the mouth and nose to protect lungs from extremely cold air.
2. Avoid travel, but if employee becomes stranded, stay in the vehicle – keep it ventilated, bundle up, light an emergency candle for warmth, occasional change positions and DON'T PANIC.
3. Avoid overexertion. Heart attacks are a major cause of death during and after winter storms. Shoveling snow or freeing stuck vehicles can be extremely hard work. Don't overdo it!
4. Beware of the chill factor if winds are present.
5. Be prepared for isolation at home. If employee lives in a rural area, make sure employee can survive at home for a week or two in case a storm isolates employee and makes it impossible for him or her to leave.

If a Warning is Issued, the Storm is Imminent, Know Winter Words of Warning

1. WATCH means that a winter storm is approaching.
2. FLURRIES consist of intermittent snowfall that may reduce visibility
3. SLEET is small particles of ice, usually mixed with rain. If enough sleet accumulates on the ground, it will make the roads slippery.
4. HEAVY SNOW is when four or more inches are expected within a 12-hour period.
5. FREEZING RAIN or FREEZING DRIZZLE is forecast when expected rain is likely to freeze as soon as it strikes the ground, putting a coating of ice or glaze on roads and everything else that is exposed. If a substantial layer of ice is expected to accumulate from the freezing rain, an ICE STORM is forecast.
6. A BLIZZARD is the most dangerous of all winter storms. It combines cold air, heavy snow and strong winds that blow the snow about and may reduce visibility to only a few yards. Winds 35 mph. Temperature 20 degrees F. or less.
7. A SEVERE BLIZZARD WARNING means that a very heavy snowfall is expected, with winds of at least 45 mph or temperatures of ten degrees or lower.

In Case of Electrical Malfunction or Power Outage

1. Raise alarm.
2. If possible, deactivate or shut down the electrical boxes. DO NOT RISK PERSONAL SAFETY.
3. If there is a small fire, try to extinguish it by using fire-fighting equipment. DO NOT RISK PERSONAL SAFETY.
4. Find someone to contact Agent-In-Charge.
5. Call fire department, law enforcement agencies if ordered by Agent-In-Charge, and direct them to the location.
6. Notify Company Management within an hour of the malfunction or power outage occurrence.

In the event of a power outage, the following procedures should be used as a guide. The circumstances surrounding an event such as external temperature, time of day, or in-house causes vs. external causes, such as transformer failure, may dictate a deviation from these procedures.

1. The Agent-In-Charge will contact the electric company or Account Representative as soon as possible to alert them of the outage.
2. In order to allow the Agent-In-Charge to manage the situation appropriately, only the most senior administrators should contact the Monitoring Room for information.

Emergency Lighting

1. There is a backup generator on site, equipped with an auto transfer switch to supply power to security, access and essential lighting systems during a power grid failure.
2. The Company will utilize an uninterruptable power supply (UPS) to sustain all security, fire, telecommunications and access system as well as essential lighting for up to one hour in the event of utility power loss. Subsequently, natural gas powered generators will maintain uninterrupted power until utility power is restored.
3. Other sources of lighting, such as flashlight and light sticks are available from Security for use during power outages.

Facilities Management

The Agent-In-Charge or his/her designee is contacted. If the outage occurs after normal business hours, the Agent-In-Charge is texted. If the Agent-In-Charge is not available, the Alternate Agent-In-Charge is contacted. The Monitoring Room maintains a list of contacts in the case of emergency.

If the power loss is due to disruption in the external power source, try to find out how long the outage is expected to last. If the power loss is due to an internal cause, facilities personnel or a contractor should correct the problem as soon as possible.

Security Management

1. The Company has designated muster personnel, employees with specific duties in times of emergency, who will facilitate any movement of person within the building or invoke the evacuation plan as necessary.
2. The garage doors open as appropriate for the time of day. Card access doors default to the unlocked position during times of power outage. Security Doors will remain locked throughout the Power Outage.
3. Any need for outside help such as police, etc. is relayed via Agent-In-Charge, except in the case of a health emergency during the power outage.
4. If evacuation is necessary, Company muster personnel ensure the facility is cleared as per the fire/evacuation policy.

IF SECURITY EQUIPMENT FAILS

If security equipment fails due to power outage, see above:

1. Raise Alarm
2. Inform Agent-In-Charge.
3. Alert security staff.
4. Lock all exterior doors.
5. Call the Police, if needed.
6. Call Monitoring Room for assistance if needed.

ARMED ROBBERY SITUATION

1. Offer no resistance
2. Do not use any type of weapon against the robber.
3. Warn the robber of any surprise to avoid any unwanted actions. An employee maybe be expected back shortly, etc.
4. Follow the direction of the robber, don't volunteer or offer additional suggestions.
5. If the robber claims to have a firearm, consider this to be factual and assume the robber would use the weapon.
6. Activate the holdup alarm if it is safe to do so. If not, wait until the robber has departed.
7. Be observant. Plan to be a good witness.
8. Offer to have everyone lay down. This may provide a less threatening situation.

ACTIVE SHOOTER

Law enforcement is trained to react and confront an active shooter situation immediately. The Company has provided local law enforcement with the building floor plans.

Employees should:

1. Decide immediately if it is best to run or hide. If the opportunity presents itself to escape by running, this will provide the highest survival rate in a shooting. If the shooter is within sight at the time that you are running, run in a zigzag pattern.
2. If you are unable to run to safety, then run and hide, preferably in a barricaded area. Barricade and lock the door, turn off all lights and call emergency services. Stand away from the door.
3. If the shooter attacks an employee physically, confrontation is the only options. Attack the shooter with anything one can use as a weapon, such as scissors, knives, etc.

If employee hears gunfire and/or notices a hostage situation:

1. DO NOT INTERVENE! Leave from the situation preferably to a location that can be locked from the inside (remain still and quiet).
2. If employee thinks it is safe to use a phone and one is available, call emergency services.

Accident / Personal Injury & Provision of First Aid

1. Assess the situation as best as possible.
2. If possible, give first aid.
3. Inform concerned management.
4. Call for ambulance, if necessary.

In the event of a medical emergency, keep calm and act immediately.

1. Check the scene for safety. Check the victim for consciousness, breathing pulse and sever bleeding. Assist victims and remove them from hazards if injuries are minor. Do not move seriously injured victims unless they are in danger of further injury.
2. Notify persons in adjacent areas of potential hazards.
3. Care for life threatening conditions, provide first aid if employee has the proper training and:
 - a. Watch for changes in breathing and consciousness
 - b. Help the victim rest comfortably.
 - c. Keep the victim from getting chilled or overheated.
 - d. Reassure the victim.
 - e. Summon medical help. If possible, do not leave victims alone.
 - f. Alert the authorities by calling emergency services from any on-site or off-site location, or cell phone.
 - g. Notify the Medical authorities and/or Police if the victim:
 - h. Is unconscious.
 - i. Has trouble breathing.
 - j. Has chest pain or pressure.
 - k. Is bleeding severely.
 - l. Has pressure or pain in the abdomen that does not go away.
 - m. Is vomiting or passing blood.
 - n. Has a seizure.
 - o. Has a severe headache or slurred speech.
 - p. Appears to have been poisoned.
 - q. Has an injury to the head, neck, or back or possible broken bones.
4. Be prepared to give the following information: what happened, number of victims, kind of injury, exact location of the emergency, what help is being given, and employee's name and phone number.
5. Do not transport seriously injured persons to the hospital and do not hang up until the dispatcher hangs up.

Chemical Spills

1. Inform the Agent-In-Charge and manager immediately.
2. If it is only a minor spill, contain the spill by using the chemical sorbent pads.
3. If the spill produces flammable vapor, employees should:
4. Switch off all electrical equipment EXCEPT those in vicinity to the spill
5. Do not switch on/off or unplug any electrical equipment nearby to the spill
6. Evacuate the facility
7. Report the spill to the Agent-In-Charge, providing information on the location, name of the chemical and quantity spilled.

Know the Location of the Following:

1. Fire hydrants
2. Fire extinguishers
3. Siren/Alarm Bells
4. Fire Control Panel
5. Electrical Panel
6. AC Switch
7. Emergency Exit & Muster Stations
8. Security Personnel Location
9. Monitoring Room
10. Agent-In-Charge Location
11. Alternate Agent-In-Charge Location
12. First Aid Box Location
13. Nearest Location of Ambulance
14. Nearest Fire Station
15. Local Doctor

Product and Site Safety

Potential exposures to unsafe chemicals or conditions include:

1. The tasks to be performed, including the extent of each task and its complexity.
2. The use of Personal Protective Equipment (PPF) to limit employee exposure to potentially harmful substances.
3. Ergonomics to increase ease of use, while decreasing potential worker fatigue and injury.
4. Proper safe storage techniques.
5. The duration and the frequency with which specific tasks need to be performed.
6. The people involved, including the number of people involved in a particular task, the degree of the exposure to any risks, the competence of the works involved and the levels of supervision required.
7. The risks to, or presented by, those not directly involved in a particular task.
8. The work equipment and/or any structures to be used, including the suitability of equipment for a particular task.

The following guidelines will outline procedures meant to limit Company employees to potentially unsafe chemicals. Among these are:

1. Storage of potentially unsafe chemicals.
2. Proper Personal Protective Equipment (PPE).
3. Disposal.
4. Chemical accident response

CHEMICAL ACCIDENT RESPONSE

When dealing with potentially unsafe chemicals, it is imperative that proper safety procedures be used. Alert another employee when preparing to mix potentially unsafe chemicals.

Company employees will understand and adhere to the following:

1. Particularly high-risk situations exist when applying chemicals where proper air ventilation is absent.
2. If a Company employee is suspected of having been poisoned by a chemical, follow the label for first-aid advice and immediately call a physician or emergency services.
3. Take the chemical label and bring it to the physician to determine proper treatment from its Material Safety Data Sheet (MSDS).
4. If a chemical is spilled on a worker, employee will remove impacted/contaminated clothing immediately and wash the skin thoroughly with soap and water but avoid an abrasive cleaner, which may allow the chemical to penetrate the skin.
5. An eyewash and shower, within access in case of accidental spills or splashing to the eyes, may be used.
6. A worker overcome by vapors should be moved to fresh air.
7. Be prepared to render artificial respiration if breathing stops.

LIQUID SPILLS

The best way to prevent spills is to assess the risk of spills before they occur.

The Company will perform a risk assessment to include:

1. Nature of the substance spilled (hazard and risk)
2. Likely quantity spilled (the total content in the container).
3. Location of the spill.
4. Special training required to handle the situation including PPE (Personal Protective Equipment)
5. Special procedures required for cleaning up the spill (e.g., use of special detergent or use of diluent, if any)

The steps for spill management are shown below, covering using of PPE, assessment, stopping the spill, clean up and disposal.

7 STEPS TO SPILL MANAGEMENT

1. Determine quantity, type and location where spill has occurred.
2. Use appropriate methods to stop spill as much as possible.
3. Inform relevant parties about the spill and call the authorities if the spill is serious.
4. Provide employees with the proper PPE, provide ventilation if necessary and remove all possible sources of ignition.
5. Identify the hazard of chemicals from their Material Safety Data Sheet (MSDS).
6. Transfer spilled material into suitable packages or containers for disposal (as recommended by MSDS).
7. Provide special cleaning such as decontamination, if necessary.

The Company security protocol encompasses employee, product and facility safety. This protocol will be regularly reviewed and/or revised by Company to reflect business requirements.

of approved medical cannabis products, complaints about such products and/or associated adverse events.

Our return policy, set for below, shall be prominently placed in our Patient Agreement:

Patient Return and/or Complaint Policy

We strive to provide our valued patients with high quality and effective medicinal cannabis products.

*As such, we accept returns of our products, for any reason, up to 1 day after your purchase. Thereafter, we accept only those returns associated with adulteration and/or adverse events. Please notify us **immediately** should you experience any unanticipated adverse events associated with the use of our medicine or have even the slightest concern about product adulteration.*

Notify our Compliance Officer, [Name Here] at (xxx) 555-5555.

Dispensary employees will be trained to alert management immediately should any Patient attempt a return. Every effort shall be made to acquire the Patient's cooperation in completing a Patient Return/Complaint Form and gaining possession of the returned product. Only managerial level employees are permitted to accept returns. The manager processing the return is responsible for completion of the Return, Complaint and Adverse Event Internal Investigation Form. (Attached) This form guides the flow of the investigation, depending upon the severity of the complaint and/or adverse event. For more serious issues, the product is sent for retesting, a Compliance Committee meeting is held to examine the issues involved and the Department is notified. It is our policy to retest all returned product.

Recalls and Adverse Events

Recall Plan. All products inventoried at our dispensing facilities will bear a unique QR and RFID lot unique identifier code. This code will be linked at the time of purchase to the patient's ID number. We will make every reasonable effort to ensure that our products are not outdated, damaged, or deteriorated, and that information included on the labels is neither misleading nor inaccurate. However, in the event that a recall needs to be initiated, our coding systems and procedures will ensure we will be able to respond in an expeditious manner. The determination as to whether a recall shall be initiated is made by the Compliance Committee, after a thorough investigation, in the following circumstances:

- Any product fails third-party testing due to presence of pesticide or chemical residue; or
- It is concluded that there is even a remote possibility that further use, or exposure of the product will cause *any* serious adverse health consequences.

A computer-generated report will compile a contact list from the aforementioned cross-referenced data. This will allow for quick and expedient notification of Patients who will be contacted via phone, mail, email, and depending upon the immediacy of the threat, via media outreach. Once patients are notified, they will be instructed to return the product to the point of purchase. Upon arrival at the point of sale, the patient will return the material in question, and it will be weighed. Upon verification of the weight returned, the patient will be provided an equivalent or similar medicine equal in volume and potency to the product that was

returned. This replacement will come from a documented lot that has been tested and shown to meet or exceed existing internal quality and potency levels. The unfit recalled material will be collected, weighed, inventoried and then destroyed in accordance with the protocol outlined in “Disposal of Waste Materials,” contained in this application. All records reflecting or indicating any and all product recalls and disposal due to recall shall be maintained electronically for five years.

Adverse Events. CCNE defines an *Adverse Event*, such that the event warrants a report being sent to the Department, as follows:

- Any event that the Patient asserts to have been adverse in their view, whether or not CCNE concurs with such assertion; and
- Any event regarding which the Patient consulted their Certifying Practitioner.

Reporting of Adverse Events: It is the policy of CCNE that all adverse events be immediately investigated and reported the Department within 24 hours of receipt of the Complaint

Storage and Disposal of Adulterated Products

All returned and/or products otherwise determined to be either unusable or adulterated shall be segregated from all other products in our facility and stored in material sufficient to contain any possible contaminant.

Such products are destroyed in accordance with CCNE’s policies and procedures respecting Disposal of Waste Materials.

Return, Complaint and Adverse Event

Internal Investigation Form

Patient Name: _____ Date of Sale: _____

Date Return/Complaint: _____

Time of Patient Contact: _____

Product Brand and Form: _____

Lot Unique Identifier No.: _____ Manager Overseeing Contact: _____

Circle: Return, Complaint, Adverse Event or Possible Recall

Product Return:

- Has Product Been Sealed and Stored According to Policy: Yes / No
- Has the Laboratory Been Contacted to Schedule Retesting: Yes / No
- Is a Compliance Committee Meeting Necessary Per Policy: Yes / No
 - Compliance Meeting Scheduled For: _____
 - Compliance Meeting Held On: _____
- Attach Minutes of Compliance Meeting: Yes / No
- Result of Laboratory Retesting (Attach Results): _____
- Action Taken/Resolution (Describe): _____

Possible Product Recall:

- Does It Appear That There is Even a Remote Probability That Use of or Exposure to the Product will Cause Any Serious Adverse Health Consequences? Yes / No.
- Explain: _____
- If Yes, has a Compliance Committee Meeting Been Held Within 16 Hours? Yes / No

Complaint/Report of Adverse Event:

- Has Product Been Sealed and Stored According to Policy: Yes / No
- If Patient Failed to Return Product, Has Ever Effort Been Made to Reacquire It?
Yes / No
- Has the Laboratory Been Contacted to Schedule Retesting: Yes / No
 - Date Product Sent to Laboratory for Retesting: _____
- Is There Even a Remote Possibility That a Recall Shall be Necessary?
Yes / No
- If Yes, Was Compliance Committee Meeting Held w/in 16 hours of Contact? Yes / No
 - Compliance Meeting Held On: _____
 - Attach Minutes of Compliance Meeting: Yes / No
- Result of Laboratory Retesting (Attach Results): _____
- Action Taken/Resolution (Describe): _____
- Is the Complaint an "Adverse Event" That Must be Reported to the Department:
Yes / No
 - If Yes, Date Reported to Department: _____

- Patient Form: Has Patient Completed Form: Yes / No
(If No, Explain) _____
- Recommendations and Improvements Resulting from Investigation:

Signed: _____
Department Manager

Date: _____

Signed: _____
Compliance Officer

Date: _____

Signed: _____
General Manager

Date: _____

Patient Return and/or Complaint Form

Date: _____ Patient (Caregiver): _____

Product: _____

Circle: Return, Complaint and/or Adverse Event Date of Purchase: _____

Are You Returning Unused Product: Yes / No

If No, Where is the Product? _____

Reason for Return or Complaint: _____

Do You Believe Our Medicinal Cannabis Has Caused You to Experience What
You Feel to be Any Type of *Adverse Event*: Yes / No

If Yes, Describe in Detail:

Action Taken by Patient (Caregiver): _____

Has This Event Been Report to Certifying Practitioner (Circle): Yes / No

If No, Explain Why Here Please: _____

Other Comments: _____

Signed: _____ Dated: _____

Patient/Caregiver Name

Telephone Number: _____ E-Mail Address: _____

Product that is brought back into inventory either from a recall or any other approved return and is labeled “to be destroyed” is entered back into inventory and shows in the standard operating procedure for the intended course of action. Product stored at the dispensary while enroute to the original processor for destruction under Rhode Island compliance will be stored and inventoried as outlined. Official copies of CCNE’s “inventory Management” SOPs are available in the Director of Retail Sales office in our dispensing facility. If for some reason the state tracking system is down CCNE has in place a redundant in-house tracking system that mirrors every transaction made by dispensary personnel. Every 24 hours this system is backed up to an inhouse server system that will maintain all in house transactions and keystrokes for up to 12 months, allowing for a state audit and interface when the state system is available back online.

J. CCNE, along with the state certified seed to sale program BioTrack, will maintain an in house system mirroring the BioTrack system should that system become unavailable. All material entering the facility will be given a unique QR code upon receipt that is tied back to all state certified numbers. As outlined in section S, all of our inventoried material will garner not only a unique QR code but a unique RFID tracking label as well. This code will allow for instant inventory adjustment or reconciliation should any product be sold or pulled for any one of our compliant recall needs outlined in section O.

K. Following and discrepancies in inventory the Director of operations will be notified, and report generated. An internal report will be generated authorizing a track of the specific QR code and inventory in discrepancy. Upon finalizing the audit, the information is recorded in the appropriate company form and a determination is made as to the correct course of action filed by the director of compliance. This report will be filed and sent to the state of Rhode Island Department of Business Regulation. If further action is needed CCNE will work in its best effort to resolve any issue with the Rhode Island Department of Business regulations.

L. Should any product enter the facility that requires quarantine and/or destruction CCNE has in place a robust program for compliant destruction and recall.

CCNE shall employ a detailed program outlining recalls, quarantines and destruction. Any recalls, complaints or adverse events are carefully investigated and fully remedied. Below are Company policies and procedures relating to such events, together with our Disposal and Recall Plan.

Recalls

CCNE shall employ the use of a Compliance Committee comprised of management representatives from each of our dispensing departments to comprehensively address any recalls of approved cannabis products, complaints about such products and/or associated adverse events.

Our recalls policy, set for below, shall be prominently placed in our Client Agreement:

Client Recall and/or Complaint Policy

We strive to provide our valued clients with high quality and effective medical cannabis products.

*As such, we accept recalls of our products, for any reason, up to X days after your purchase. Thereafter, we accept only those recalls associated with adulteration and/or adverse events. Please notify us **immediately** should you experience any unanticipated adverse events associated with the use of our medicine or have even the slightest concern about product adulteration.*

Notify our Compliance Officer, at (XXX) XXX-XXXX.

Dispensary employees will be trained to alert management immediately should any Client attempt a recall and initiate a recall. Every effort shall be made to acquire the Client's cooperation in completing a Client Recalls/Complaint Form and gaining possession of the recalled product. Only managerial level employees are permitted to accept recalls. The manager processing the recalls is responsible for completion of the Recalls, Complaint and Adverse Event Internal Investigation Form. (Attached) This form guides the flow of the investigation, depending upon the severity of the complaint and/or adverse event. For more serious issues, the product is sent for retesting, a Compliance Committee meeting is held to examine the issues involved and the Department is notified. It is our policy to retest all recalled products.

Recalls and Adverse Events

Recall Plan. All products delivered to our dispensing facilities will bear a unique QR and RFID lot unique identifier code assigned at check in when delivered. This code will be linked at the time of purchase to the client's anonymous ID number. We will make every reasonable effort to ensure that our products are not outdated, damaged, or deteriorated, and that information included on the labels is neither misleading nor inaccurate. However, in the event that a recall needs to be initiated, our coding systems and procedures will ensure we will be able to respond in an expeditious manner. The determination as to whether a recall shall be initiated is made by the Compliance Committee, after a thorough investigation, in the following circumstances:

- Any product fails third-party testing due to presence of pesticide or chemical residue; or
- It is concluded that there is even a remote possibility that further use, or exposure of the product will cause *any* serious adverse health consequences.

A computer-generated report will compile a contact list from the aforementioned cross-referenced data of anonymous client numbers. This will allow for quick and expedient notification of Clients when they recall and their unique client ID is activated. Because state law does not allow for the collection of hard client data this secondary step assures once the client recalls they are notified of the product recall. Once clients are notified, they will be instructed to recall the product to the point of purchase. Upon arrival at the point of sale, the client will recall the material in question, and it will be weighed. Upon verification of the weight recalled, the client will be provided an equivalent or similar medicine equal in volume

and potency to the product that was recalled. This replacement will come from a documented lot that has been tested and shown to meet or exceed existing internal quality and potency levels. The unfit recalled material will be collected, weighed, inventoried and then destroyed in accordance with the protocol outlined in “Disposal of Waste Materials,” contained in this application. All records reflecting or indicating any and all product recalls and disposal due to recall shall be maintained electronically for five years.

Adverse Events. CCNE defines an *Adverse Event*, such that the event warrants a report being sent to the Department, as follows:

(1) Any event that the Client asserts to have been adverse in their view, whether or not CCNE concurs with such assertion

Reporting of Adverse Events: It is the policy of CCNE that all adverse events be immediately investigated and reported the Department within 24 hours of receipt of the Complaint.

Quarantine

All recalled and/or products otherwise determined to be either unusable or adulterated shall be segregated from all other products in our facility and stored in material sufficient to contain any possible contaminant.

Such products are destroyed in accordance with the state guidelines set forth in 21-28.6-12(f)(11) of the Rhode Island Act. CCNE’s policies and procedures for Disposal of Waste Materials follow state guidelines strictly. All product is destroyed and introduced with non-cannabis material on camera with two (2) employees in attendance. The material is bagged after destruction on camera, tagged with a unique ID code allowing for identification of destroyed property, placed in the quarantine vault and a state certified disposal team is allocated to transport to a certified waste to a state allowed waste facility.

Recalls, Complaint and Adverse Event
Internal Investigation Form

Client Name: _____ Date of Sale: _____

Date Recalls/Complaint: _____ Time of Client Contact: _____

Product Brand and Form: _____

Lot Unique Identifier No.: _____

Manager Overseeing Contact: _____

Circle: Recalls, Complaint, Adverse Event or Possible Recall

Product Recalls:

- Has Product Been Sealed and Stored According to Policy: Yes / No
- Has the Laboratory Been Contacted to Schedule Retesting: Yes / No
- Is a Compliance Committee Meeting Necessary Per Policy: Yes / No
 - Compliance Meeting Scheduled For: _____
 - Compliance Meeting Held On: _____
- Attach Minutes of Compliance Meeting: Yes / No
- Result of Laboratory Retesting (Attach Results): _____
- Action Taken/Resolution (Describe): _____

Possible Product Recall:

- Does It Appear That There is Even a Remote Probability That Use of or Exposure to the Product will Cause Any Serious Adverse Health Consequences? Yes / No.

Explain: _____

- If Yes, Has the A Compliance Committee Meeting Been Held Within 16 Hours?
Yes / No

Complaint/Report of Adverse Event:

- Has Product Been Sealed and Stored According to Policy: Yes / No
- If Client Failed to Recalls Product, Has Ever Effort Been Made to Reacquire It?
Yes / No
- Has the Laboratory Been Contacted to Schedule Retesting: Yes / No
- Date Product Sent to Laboratory for Retesting: _____
- Is There Even a Remote Possibility That a Recall Shall be Necessary?
Yes / No

- If Yes, Was Compliance Committee Meeting Held w/in 16 hours of Contact?
Yes / No
- Compliance Meeting Held On: _____
 - Attach Minutes of Compliance Meeting: Yes / No
- Result of Laboratory Retesting (Attach Results): _____
- Action Taken/Resolution (Describe): _____
- Is the Complaint an “Adverse Event” That Must be Reported to the Department:
Yes / No
- If Yes, Date Reported to Department: _____
- Client Form: Has Client Completed Form: Yes / No
(If No, Explain) _____
- Recommendations and Improvements Resulting from Investigation:

Signed: _____
Department Manager

Date: _____

Signed: _____
Compliance Officer

Date: _____

Signed: _____
General Manager

Date: _____

P. CCNE has substantial background in the Rhode Island medical cannabis compliance program, thusly intaking ANY OUT OF STATE MATERIAL IS NOT PERMITTED. By strictly using the Rhode Island State seed to sale program BioTrack it is impossible to intake any out of state material as the system simply will not recognize the supplier. In addition, our own in house system is tied directly to all compliant state suppliers further redundance that the system will not allow even a transport manifest to be generated in this case. CCNE takes their compliance program as the cornerstone of their operations plan and intend to work with the state of Rhode Island to ensure all material in inventory follows all compliant needs.

Q. Sanitation and safety is equally important in a dispensing environment. We start with the exterior of the dispensary by properly maintaining our parking lot and landscaped areas. We do not allow for any standing water which can be a source of pest infestation or create a hazard for patients coming into and out of our facility. We have maintenance contracts with a snow removal company, interior cleaning service certified in COVID sanitation as well as landscape maintenance. Any glass windows will be washed on an as-needed basis to comply with all COVID sanitation needs to keep dust and dirt at a minimum. We have provided a list of organic chemicals that are compliant with COVID implementations that can be used on the exterior of the building and landscaping. We also have a list of natural and organic cleaning chemicals to be used on the interior compliant with all COVID outlines. Weekly cleaning logs will be maintained, and official Facility Janitorial SOP's will be available for review.

All cleaning materials are kept in a locked closet in the back of the facility, but all employees have access.

The physical plant must be maintained in a clean and sanitary condition to prevent contact surfaces from contaminating any of the cannabis packaging. Individual workspaces are to be kept clean by each employee occupying that space. If any dirt is tracked into the facility, the floors are to be mopped as soon as the contamination occurs, so as not to track it further into the dispensary. The receptionist will be in charge of maintaining the lobby area, directly off the parking lot.

Anywhere cannabis is stored must be kept free from all dust, dirt, extremely high and varying humidity levels and be kept at the appropriate room temperature.

In the event that CCNE has a recall incident for any reason, they will be kept in a separate locked storage bin appropriately marked "QUARENTINE", away from the ongoing inventory until the course of action has been determined detailed in part O.

Animals must not be allowed in any area of the dispensary, except for a seeing eye dog if accompanying a patient.

No dishes, cups or silverware that have been used in the breakroom should remain exposed after use. They will either be in the dishwasher, or clean and put away every evening before close.

All trash will be emptied daily by each employee into a large 50-gal container in the delivery bay. The large container will be put out for pickup scheduled weekly.

Male and female ADA compliant restrooms are available on site. Employees are expected to wash their hands with the compliant COVID hand cleaners provided before returning to their job. Patients are asked to do the same with signs in each restroom and at entry. The receptionist will check the restrooms at the beginning of each day to assure cleanliness and at least once during the day.

Each employee is provided the required dress code to be worn while at the dispensary. Logoed shirts will be provided so that all employees are easily identifiable. Everyone will be expected to keep their garments clean and neatly pressed at all times. The Pharmacist on staff may wear a logoed lab coat. Official Janitorial SOP's are available for review in the Head Pharmacist office upon request.

Client Recalls and/or Complaint Form

Date: _____ Client (Caregiver): _____

Product: _____

Circle: Recalls, Complaint and/or Adverse Event Date of Purchase: _____

Are You Recalling Unused Product: Yes / No

If No, Where is the Product? _____

Reason for Recalls or Complaint: _____

Do You Believe Our Medical Cannabis Has Caused You to Experience
What You Feel to be Any Type of *Adverse Event*: Yes / No

If Yes, Describe in Detail: _____

Action Taken by Client (Caregiver): _____

Has This Event Been Report to Certifying Practitioner (Circle): Yes / No

If No, Explain Why Here Please: _____

Other Comments: _____

Signed: _____ Dated: _____

Client/Caregiver Name

Telephone Number: _____ E-Mail Address: _____

Q. All employee personal conduct is detailed in the official Company Handbook. Sanitation and safety are equally important in a dispensing environment. We start with the exterior of the dispensary by properly maintaining our parking lot and landscaped areas. We do not allow for any standing water which can be a source of pest infestation or create a hazard for patients coming into and out of our facility. We have maintenance contracts with a snow removal company, interior cleaning service as well as landscape maintenance. Any glass windows will be washed on an as-needed basis to keep dust and dirt at a minimum. We have provided a list of organic chemicals that can be used on the exterior of the building and landscaping. We also have a list of natural and organic cleaning chemicals to be used on the interior. Weekly cleaning logs will be maintained, and official Facility Janitorial SOP's will be available for review

All cleaning materials are kept in a locked closet in the back of the facility, but all employees have access.

The physical plant must be maintained in a clean and sanitary condition to prevent contact surfaces from contaminating any of the cannabis packaging. Individual workspaces are to be kept clean by each employee occupying that space. If any dirt is tracked into the facility, the floors are to be mopped as soon as the contamination occurs, so as not to track it further into the dispensary. The receptionist will be in charge of maintaining the lobby area, directly off the parking lot.

Anywhere cannabis is stored must be kept free from all dust, dirt, extremely high and varying humidity levels and be kept at the appropriate room temperature. In the event that CCNE has a recall incident for any reason, they will be kept in a separate locked storage bin appropriately marked "QUARENTINE", away from the ongoing inventory until the course of action has been determined detailed in Part D, section 14 of CCNE's medical cannabis grower/processors license.

Animals must not be allowed in any area of the dispensary, except for a seeing eye dog if accompanying a patient.

No dishes, cups or silverware that have been used in the breakroom should remain exposed after use. They will either be in the dishwasher, or clean and put away every evening before close.

All trash will be emptied daily by each employee into a large 50-gal container in the delivery bay. The large container will be put out for pickup weekly.

Male and female ADA compliant restrooms are available on site. Employees are expected to wash their hands with the organic soaps provided before recalling to their job. Patients are asked to do the same with signs in each restroom. The receptionist will check the restrooms at the beginning of each day to assure cleanliness and at least once during the day. Each employee is provided the required dress code to be worn while at the dispensary. Logoed shirts will be provided so that all employees are easily identifiable. Everyone will

be expected to keep their garments clean and neatly pressed at all times. The Pharmacist on staff may wear a logoed lab coat.

Official Janitorial SOP's are available for review in the Head Pharmacist office upon request.

R. Destruction of Dispensed Product

All dispensed debris, waste materials, contaminated finished material, finished recalled material, or any other material unfit for sale that falls under specific compliance will be disposed in the following manner:

- (1) All material slated for disposal will be gathered daily and collected into appropriately marked biohazard bags and tagged with an RFID lot number indicating date and time collected.
- (2) The bags are quarantined in a walk-in secure "vault" to abate anaerobic breakdown until material can compliantly be disposed of. All material slated for disposal will be weighed, logged, and mixed with 50 percent with non-cannabis material from the waste of CCNE's administration and day to day slated for disposal to a state certified land fill.
- (3) The finished waste material will then be incorporated into an in-house dedicated dumpster which only holds material slated for destruction. The dumpster is locked 24 hours a day and only allowed access to either fill or empty. The dumpster is located in a locked access gated pen under video surveillance to further aid in loss mitigation.

Disposal Process

In the event of a dispensary generated recall, various steps must be adhered to because of the product is contained in various plastic, stainless steel and foil packaging to ensure product is satisfactorily disposed of, cultivation staff must individually over see this operation. Product is quarantined individual product ID's are captured and entered into inventory as destroyed product. Two (2) certified dispensary employees wearing protective clothing and rubber gloves will individually empty all contents of packaging into the secure dumpster. All glass vaporizer cartridges will be placed in an empty trash bag and forces imposed upon to shatter all contents of cartridges inside. The waste is then placed in the secure dumpster. The shredded paper waste and spent grow media are introduced and mix accordingly. A state certified waste disposal company under contract with CCNE empties the secure dumpster as needed per weekly.

Waste Report. A Waste Report will be generated weekly to be included in the weekly facility audit by the Compliance Officer to ensure total amounts destroyed remain consistent with amount of product returned or recalled.

Label - CCNE's manifestation of product, acceptance of delivery at the dispensary from the cultivation processing facility and subsequent merchandising of the medical product to the patient is firmly focused on clear product identification and labeling. CCNE has taken every measure in the design of their label to ensure safe and accurate identification and education not only for the patient but for the dispensing pharmacist as well. Each time a delivery of

products are made to our dispensary, the inventory intake manager will count and validate the product delivered and recorded on the manifest provided by the delivery company. This manifest is signed by the delivery individual and the intake manager.

Once the product count is accurate, each package will be visually scanned to see that all labeling is readable, conspicuously and firmly placed on the packages and includes all mandatories such as total cannabinoids, form and species, individual doses, and the legal warnings as specified by the State. These warnings include but are not limited to:

“This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and in the case of breastfeeding, the infant’s pediatrician. This product might impair the ability to drive or operate heavy machinery. Keep out of reach of children. Medical cannabis must be kept in original packaging. Unauthorized use is unlawful and will subject the purchaser or user to criminal penalties.”

Each package must have the producer’s name, address, permit number as issued by the state of Rhode Island, the manufactured-on date, the test lab name and date product was tested, packaged date and expiration date. Each product will carry a unique QR code that will incorporate the serial number, batch and lot number in case there are any recalls from the cultivation operation. Each product will contain the employee number of the person who packed the product. Official intake and manifestation SOP’s are available at the Director of Sales office 24 hours a day at our dispensing locations. The dispensing facility has the ability to print a label for approved medical cannabis product packages that lists a patient specific dispensing label approved by the Department that is easily readable, and firmly affixed and includes the information referenced above.

The product will also show our dispensary address such that we are assured this was produced exclusively manufactured by our processing operation.

It is the responsibility of the cultivation operation who is packaging the products to not show any graphics that resemble any commercially available food or beverage product, or any artwork that could lead a person to believe the contents were something other than medical cannabis. This includes any seal, flag, crest, coat of arms or other insignia that misleads an individual to believe the product has been endorsed or approved for use by any State, County or Municipality. No cartoons, color schemes, image, graphics or feature that might make this product attractive to children should be present on any packaging.

Each product delivered will have a separate sticker applied showing the employee at the cultivation operation that shipped the product to our dispensary.

Each time an order is filled for a qualifying patient, they will receive with their paid receipt and insert in each bag which will be developed in conjunction with the Department of Health and Safety. Each insert will cover the method(s) for administering the various forms of cannabis. Anything ingested will have very specific protocols to allow the medication to activate so that the patient waits the appropriate amount of time to take effect. All potential dangers of using cannabis will be outlined and cautions about mixing pharmaceutical

medications and alcohol. How to recognize any abnormal feelings or problems stemming from problematic usage of cannabis. List side effects, or any contraindications associated with medical cannabis use, if any, which may cause harm to a patient. How to prevent or deter the misuse of medical cannabis and how to protect it from the reach of anyone under the age of 18. As other information from the Department is required, it will be added to the insert provided on checkout. Below is a sample label for review.



Once the inventory intake manager is assured all the appropriate mandatories are present, they will then enter the new inventory into our inventory tracking system. CCNE's inventory dispensary software records a wealth of information pertaining to a transport event. The following information is recorded (including, but not limited to):

Sender License Holder Information

- License/permit number
- Address
- Phone
- Date of transport
- Time of transport beginning and end (from location to location)
- Employee(s) transporting and related employee info (date of birth, name, age, ID# etc.)
- Transporting Employee(s) signature of acceptance
- Transport Vehicle (make, model, VIN, color etc.)
- Turn by Turn directions from and to location (pinged by google maps and in free-form to allow for edits of travel route per the license holder's preference)

- Recipient License Holder Information
- License/Permit numbers
- Address
- Phone
- A section to show how many items of the total sent were received
- Items Listed for Transport
- Item identifier
- Total units being transported
- Total units received by recipient

Additionally, each transportation manifest is assigned its own unique identifier for easy reference during a traffic stop or for regulator/law enforcement reference to the oversight agency. The manifest is created digitally within the system and is available to the sender and recipient in PDF format for printing of hard copies.

The products will then be placed in the vault such that we observe the first-in first-out inventory system.

As products are inventoried on a daily basis, a physical audit will be made to assure we are not close to any expiration dates on products we have in inventory, as well as the labels are firmly affixed to packaging.

On a weekly basis the Store Manager will do a physical audit of all product in the vault to assure the first-in first-out method is strictly adhered to and all product contained in the vault matches product ID's in manifest records. Official Inventory Audit SOP's for our dispensing protocols are available 24 hours a day in the lead Pharmacist office at our dispensing location.

Finally, CCNE will maintain stringent and robust covid-19 control measures in accordance with state and federal guidelines. While emphasizing standard SOP's with an emphasis on Instructing employees with symptoms associated with COVID-19 to report them to their supervisors. Instruct sick employees to stay home and to follow the CDC's guidelines regarding COVID-19 symptoms and quarantine as well as consult with the local health department for additional guidance.

- If an employee is sick at work, send them home immediately. Clean and disinfect surfaces in their workspace. Others at the facility with close contact (i.e., within 6 feet) of the employee during this time should be considered exposed.
- Instruct employees who are well but know they have been exposed to COVID-19, to notify their supervisor and follow CDC-recommended precautions (see below).
- Inform fellow employees of their possible exposure to COVID-19 in the workplace, if an employee is confirmed to have COVID-19, while maintaining confidentiality.
- Implement workplace controls to reduce transmission among employees, such as those described below that are included in CDC's Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19.

- Employers - Pre-screen (e.g., take temperature and assess symptoms prior to starting work).
 - Employers - Disinfect and clean workspaces and equipment and consider more frequent cleaning of high touch surfaces.
 - Employees - Regularly self-monitor (e.g., take temperature and assess symptoms of coronavirus).
 - Employees - Wear a mask or face covering.
 - Employees - Practice social distancing and stay at least 6 feet from other people whenever possible.
- For additional information when employees may have been exposed to COVID-19, refer to CDC's CDC's Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19.
 - For additional information on employee health and hygiene and recommendations to help prevent worker transmission of foodborne illness, refer to FDA's Employee Health and Personal Hygiene Handbook.
 - If FDA recommendations differ from CDC's regarding employee health and COVID-19, follow CDC.
 - For returning previously sick employees to work, refer to CDC's Guidance for Discontinuation of Home Isolation for Persons with COVID-19.
 - Follow CDC and FDA information on PPE (i.e., gloves, face masks/coverings, and protective gear).
 - Frequently review CDC's CDC's Interim Guidance for Business and Employers to Plan and Respond to Coronavirus Disease 2019.
 - Understand risk at the workplace — use OSHA's Guidance on Preparing Workplaces for COVID-19.

By relying on science as foundation for all business conducted at CCNE, we will take no chances when it comes to employee or client safety. All client's poignant information is taken upon entry, should ANY outbreak of COVID-19 occur, a sift and precise trace contacting can be implemented immediately.

CC Exhibit F – Compassion Center Premises Requirements

Attach hereto as CC Exhibit F, per § 1.2(C)(4)(f) of the Regulations, is all the information responsive to paragraphs (i) through (vi) below.

Is the applicant proposing **alternative locations** in the same zone under this application?

Yes ☐ No ☒

If “Yes”, then Application must provide a complete response to paragraphs (i) through (vi) below for each proposed location.

Applicant’s response must demonstrate its understanding of, and ability to comply with, the requirements under the Act and the Regulations and include without limitation:

- i. A description of the proposed Licensed Premises, including street address, plat/lot number and zoning district.**

Attached to this exhibit is a Lease Letter of Intent (LOI) with the requested information.

- ii. Evidence of compliance for the location(s) with the local zoning laws in the form of a certificate or letter from an authorized zoning official;**

Attached to this exhibit is a letter from a Zoning official in the city of Warwick, RI.

- iii. Evidence that the physical location is not located within one thousand feet (1,000’) of the property line of a preexisting public or private school in compliance with R.I. Gen. Laws § 21-28.6-12(f)(2) as demonstrated by a GIS Map or other similar municipal map showing Applicant’s property, and the 1,000 foot distance from the property line of any schools;**

Attached to this exhibit is the independent building security report provided by Security Gauge Professional that details the required evidence requested. The specific information regarding distance of schools is located on pages 13-14, referenced with a map and proximity to any schools.

- iv. A draft diagram, shown to scale, no smaller than 8.5” by 11” and no larger than 11” X 17”, of the proposed facilities showing:**

- (1) Where medical marijuana will be stored, processed, packaged, manufactured and dispensed;**
- (2) The restricted-access areas, limited-access areas, walls, partitions, entrances, exits and location of security alarms, cameras, and surveillance recording equipment locations;**
- (3) Patient access areas including areas designated for patient enrollment, waiting, and education;**
- (4) Any public transportation services nearby,**

- (5) A diagram of all proposed on-site and off-site parking capacity (including spaces for persons with disabilities);
- (6) How the facility will provide ADA-compliant access for persons with disabilities; and
- (7) The location of the facility relative to streets and other public areas, and any other relevant information;

Attached are two diagrams, the first covering points 1-3 and 5-7. The second diagram addresses point 4. These were produced by our local architect, David Horton at Aharonian & Associates, which should satisfy all requirements.

- v. **A description of objective parameters (such as distances from streets and public areas) and/or proposed measures (such as black-out window shades) that ensure that marijuana at the premises shall not be visible from the street or other public areas; and**

There will be no windows visible to the street or sidewalks, and any glass doors will be equipped fully with blackout windows to ensure the interior is not visible at any point.

- vi. **Documents evidencing either ownership of property or lease agreement with owner of property to allow the operation of a compassion center on the property, if property has already been purchased or leased at the time of the application or a signed letter of intent for such a sale or lease.**

Attached is a Letter of Intent (LOI) to execute a master lease at the proposed location, as well as a draft detailed lease agreement.

Exhibit F Signature page

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/14/2020

Date

Steven Lee

Printed Name
Print Title: Director of Operations
Print Name of Applicant/Licensee: Compassion Center of New England

LETTER OF INTENT – MASTER LEASE OPTION

RE: 298 KILVERT STREET, BUILDING #2, PLAT NO. 278, LOT NO. 143 LOCATED IN ZONING DISTRICT G-1, WARWICK, RI 02886

This Letter of Intent (LOI) is entered into as of December 11, 2020 by and between the Compassion Center of New England (CCNE) and Dean Warehouse Services to memorialize the intent to enter into a long-term, ten (10) year lease at the above-described property with an option to extend for two (2) five (5) year terms. This lease LOI is non-binding and based solely upon the successful acquisition of a Compassion Center license. The General Terms of the lease are as follows:

COMMENCEMENT: The lease shall commence no later than 30 days after a compassion center license has been awarded, during which time the Tenant shall conduct due diligence and final terms will be negotiated.

LANDLORD: Dean Warehouse Services, Inc
70 Industrial Road, Cumberland RI 02864
Attn: Joseph R Iovini

TENANT: Compassion Center of New England (CCNE)
298 Kilvert Street Building #2, Warwick RI 02886
Attn: Steven Lee

TENANT
IMPROVEMENTS:

BASE RENT:

MONTHLY RENT:

PREMISES: After building improvements are complete, there will be approximately 3,800 gross rentable square feet of space in the Building.

TERM: From the Commencement Date to and including September 30, 2031.

COMMENCEMENT

DATE: April 1, 2021

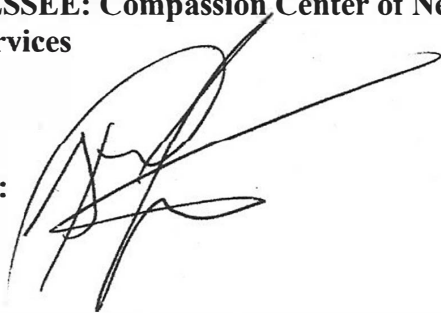
TERMINATION DATE: September 30, 2031

TENANT OPTION TO
EXTEND: Two (2) five (5) year options

In witness thereof, the parties hereto have executed this Letter of Intent on date written above.

**LESSEE: Compassion Center of New England
Services**

By:



Print Name: Steven Lee

Title: Director, Operations

Date: December 11, 2020

LESSOR: Dean Warehouse

By:

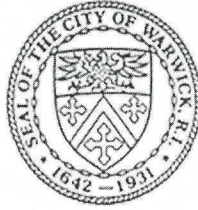


Print Name: Bradford S. Dean

Title: CEO

Date: December 11, 2020

JOSEPH J. SOLOMON
MAYOR



ALFRED T. DeCORTE
DIRECTOR & BUILDING OFFICIAL

CITY OF WARWICK

BUILDING DEPARTMENT

3275 POST ROAD • WARWICK, RHODE ISLAND • 02886

Tel (401) 921-9534 • Fax (401) 732-5071

December 10, 2020

Compassion Center of New England
815 Jefferson Boulevard
a/k/a 298 Kilvert Street, Building 2
Warwick, RI 02886

**RE: 815 Jefferson Boulevard, Warwick, RI
Assessor's Plat 278, Lot 143**

Dear Mr. Kelly:

Please be advised that the above-mentioned property is located in a General Industrial (GI) zoning district.

The proposed use of the existing structure for retail sales (compassion center) requires a Use Variance, pursuant to Table 1 Use Regulations #503.2 of the Zoning Ordinance, to be approved by the Warwick Zoning Board of Review.

****Applicant has submitted an application for a Use Variance.**

Any change in use/ownership of an already existing business or unit, therein requires a Certificate of Occupancy from the Warwick Building Department.

This letter is for zoning purposes only. Please contact the Zoning Office at (401) 921-9534 if you have any questions.

Sincerely,

Alfred T. DeCorte
Director & Building Official

ATD/ac

Zoning Districts	OS	A-40	A-15	A-10	A-7	O	WB	GB	LI	GI	Inter-modal	Gate-way	Village District
423. Boat repairs, painting or storage	No	No	No	No	No	No	Yes ⁽⁷⁾	S ⁽⁷⁾	S ⁽⁷⁾	S ⁽⁷⁾	No	No	No
424. Building trades contractor, oil and fuel service, or similar establishment	No	No	No	No	No	Yes ⁽⁶⁾	No	Yes ⁽⁶⁾	Yes	Yes	No	No	No
424.1. Landscaping and tree service	No	No	No	No	No	S ⁽⁶⁾	No	Yes ⁽⁶⁾	Yes	Yes	No	No	No
425. Cesspool company	No	No	No	No	No	No	No	S	S	S	No	No	No
425.1. Other service establishment	No	No	No	No	No	S	No	S	S	S	S ⁽²⁴⁾	S	S
500. Retail uses:													
501. Restaurant (with liquor license)	No	No	No	No	No	No	S	Yes ⁽⁶⁾	S	S	Yes	Yes ⁽²⁴⁾	Yes ⁽²⁰⁾
501.1. Nightclub	No	No	No	No	No	No	S	S	S	S	S ⁽²⁴⁾	S	S
502. Restaurant (without liquor license)	No	No	No	No	No	S	S	Yes ⁽⁶⁾	S	S	Yes ⁽²⁴⁾	Yes	Yes ⁽²⁰⁾
503. Fast food restaurant	No	No	No	No	No	No	No	Yes ⁽⁶⁾	No	No	Yes ^{(15b), (24)}	Yes	Yes ⁽²¹⁾
503.1. Retail trade—Neighborhood establishment, 2,000 square feet GFA or less	No	No	No	No	No	Yes	Yes	Yes	No	No	Yes ⁽²³⁾	Yes	Yes
503.2. Retail trade—Community-wide establishment, more than 2,000 square feet GFA	No	No	No	No	No	No	No	Yes	Yes	No	Yes ⁽²⁴⁾	Yes	S ⁽²²⁾
505. New or used vehicle sales, with service or outdoor display (excluding boats)	No	No	No	No	No	No	No	S ^{(7) (26)}	S ⁽⁷⁾	S ⁽⁷⁾	No	No	No
507. New or used boat sales, with service or outdoor display	No	No	No	No	No	No	Yes ⁽⁷⁾	S ⁽⁷⁾	S ⁽⁷⁾	S ⁽⁷⁾	No	No	No
508. Marine equipment, fishing and tackle store, bait shop	No	No	No	No	No	No	Yes	Yes ⁽⁶⁾	No	No	No	No	Yes
509. Open air market or outdoor sales and display, mobile or otherwise	No	No	No	No	No	No	No	S	No	No	No	No	S
50X Adult entertainment	No	No	No	No	No	No	No	No	No	S ⁽¹²⁾	No	No	No
510. Other retail establishment	No	No	No	No	No	No	No	Yes ⁽⁶⁾	No	No	Yes ⁽²⁴⁾	Yes	S
600. Transportation, communication and utility uses:													
601. Airport or heliport	No	No	No	No	No	No	No	No	No	No	S	No	No



SecurityGauge®

PROFESSIONAL

crime and security risk assessment

CRIME RISK REPORT for:

298 Kilvert St. Bldg#2

Warwick, RI 02886

Latitude: 41.7257701

Longitude: -71.4457884

Report date: Monday, April 20,
2020

Prepared exclusively for:

Kathy Tziachris
Location, Inc.

Report Contents

I. Crime Risk Assessment

An overall assessment of crime risks at your site. Includes our exclusive SecurityGauge® crime risk rating, a Crime Risk Summary, a Site Report Map, and a listing of key crime risk indices for your site.

II. Crime Rate Comparisons

For Burglary, Larceny-Theft, Vehicle Theft, Homicide, Rape, Robbery, and Aggravated Assault.

III. Crime Risk Maps by Type of Crime

Maps of crime risk in your vicinity: Property, Violent, Burglary, Larceny-Theft, Vehicle Theft, and Robbery

IV. Crime Risk Trending Graphs

Past, present, and forecast for Total Crime, Property Crime, and Violent Crime.

V. Crime History & Forecast

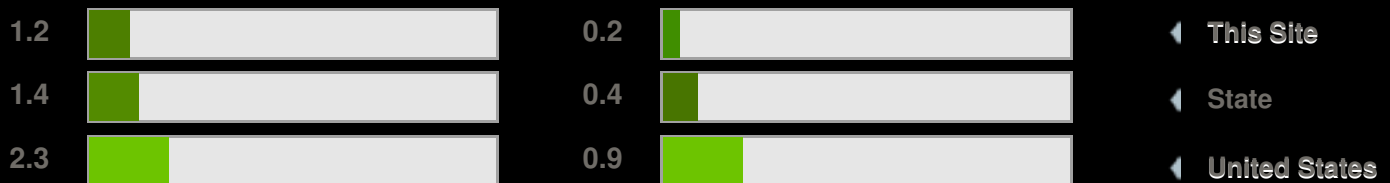
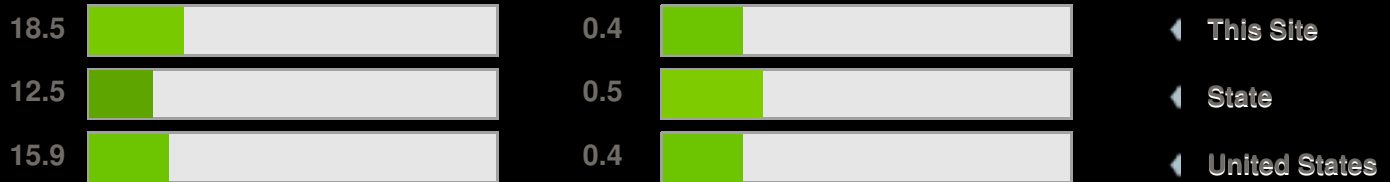
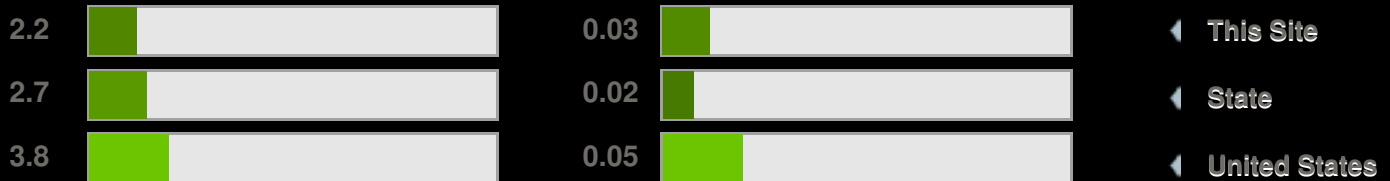
Past and future indices and map of forecasted crime.

VI. Perimeter Risk Factors

Maps facilities in your site's vicinity that may influence crime.

VII. Report Appendices

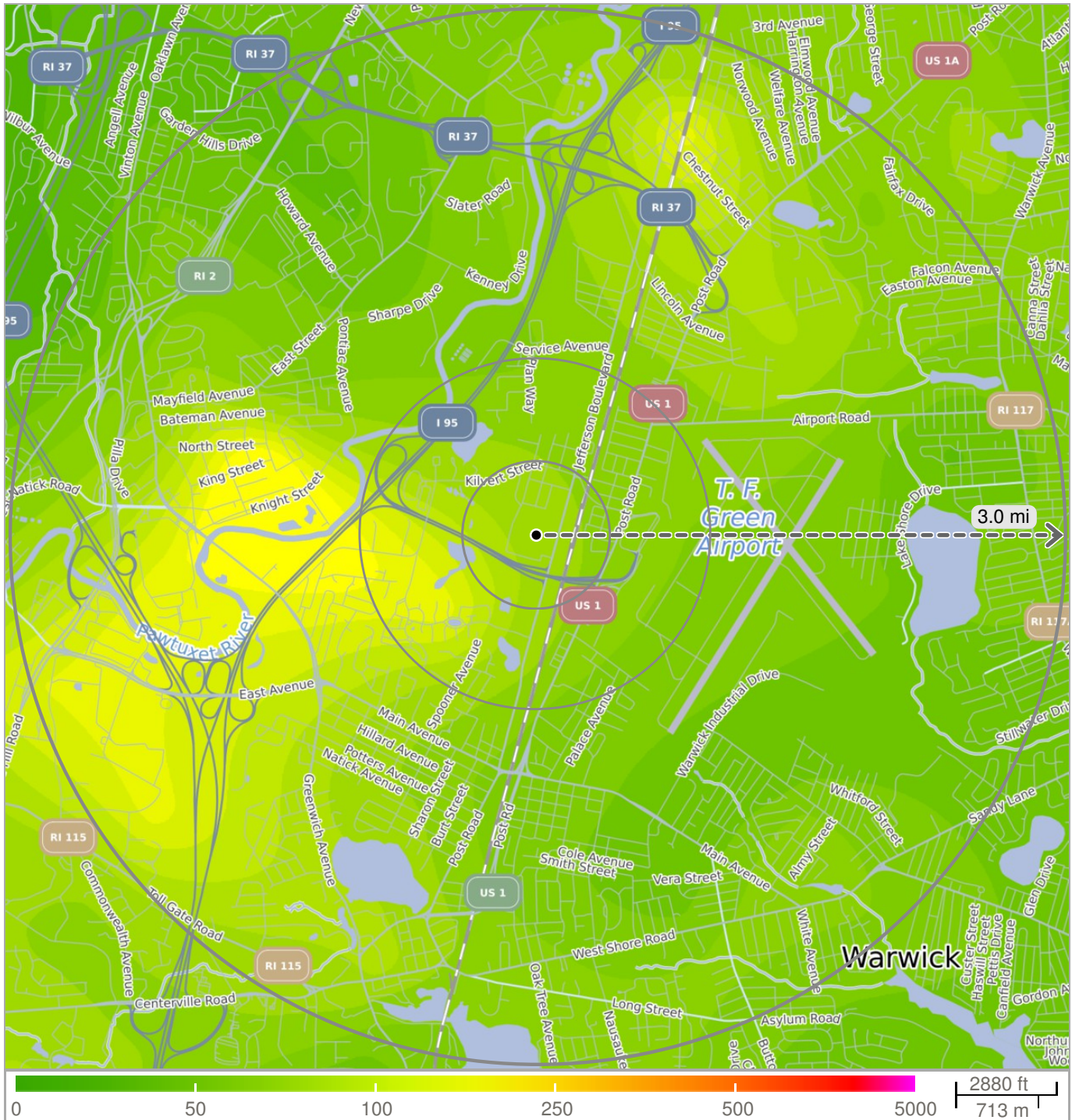
About this Report, Interpreting your Report, About SecurityGauge®'s Predictive Crime Statistics, Terms & Conditions, About Location, Inc.



Property Crime Risk

National Comparison Index: **75** | State Comparison Index: **106** | County Comparison Index: **141**

(On a risk scale from 0 to 5,000 where 100 is national average)



Property crime risks shown on this map are built on the combined risk of the three types of UCR property crime tracked by the FBI: Burglary, Larceny-Theft, and Motor Vehicle Theft.

Violent Endangerment Risk

National Comparison Index: **53** | State Comparison Index: **89** | County Comparison Index: **134**

(On a risk scale from 0 to 5,000 where 100 is national average)



Violent endangerment risks shown on this map are built on the combined risk of the four types of UCR violent crime tracked by the FBI: Homicide, Rape, Robbery, and Aggravated Assault.

Burglary Risk

National Comparison Index: **59** | State Comparison Index: **83** | County Comparison Index: **117**

(On a risk scale from 0 to 5,000 where 100 is national average)

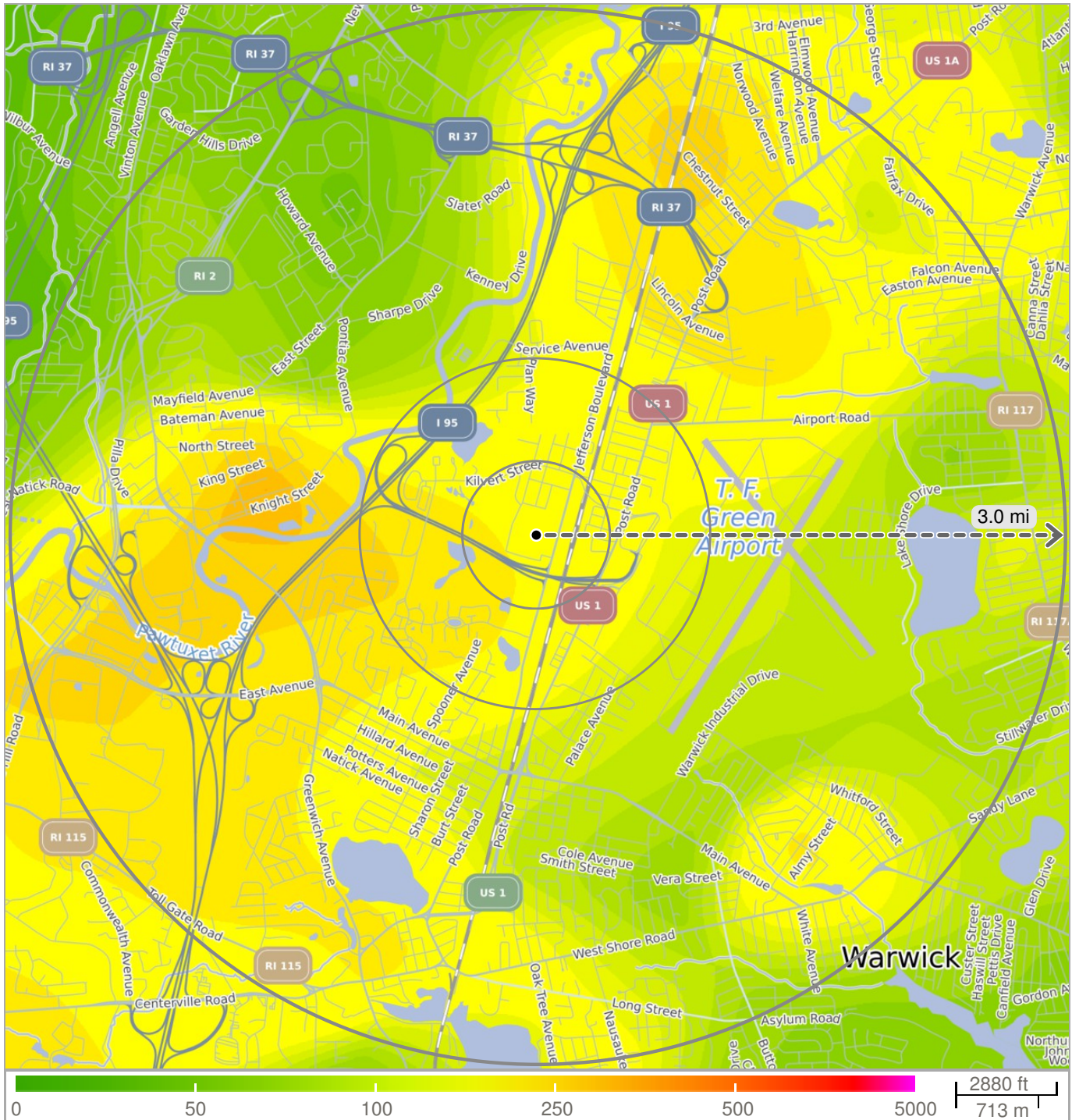


Burglary is the unlawful entry of a structure to commit a felony or a theft.

Larceny-Theft Risk

National Comparison Index: **116** | State Comparison Index: **148** | County Comparison Index: **160**

(On a risk scale from 0 to 5,000 where 100 is national average)



Larceny-Theft is the unlawful taking of property from the possession of another (excluding motor vehicles).

Vehicle Theft Risk

National Comparison Index: **51** | State Comparison Index: **81** | County Comparison Index: **137**

(On a risk scale from 0 to 5,000 where 100 is national average)



Vehicle theft is the theft or attempted theft of a motor vehicle (excluding boats and construction machinery).

Robbery Risk

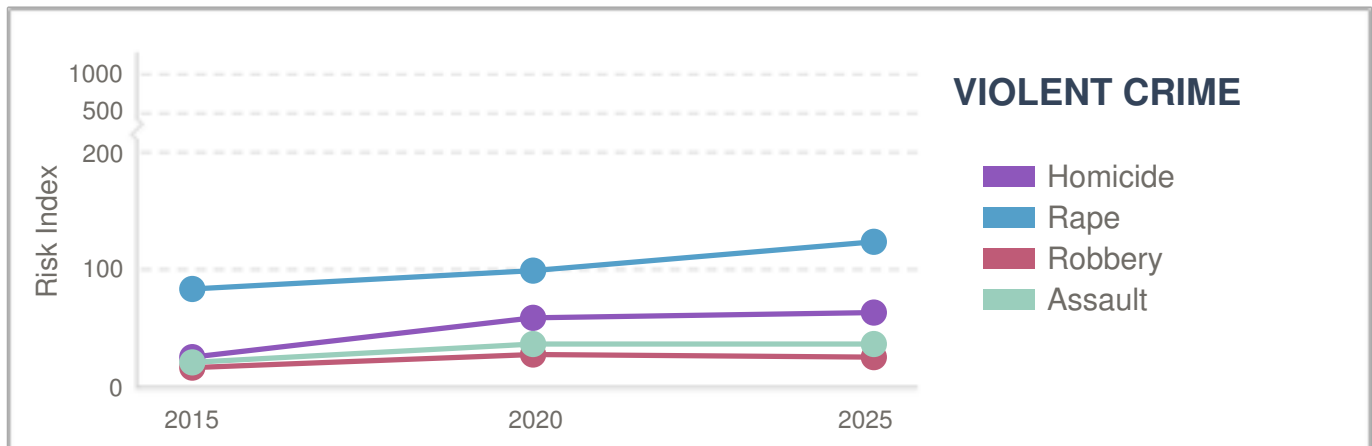
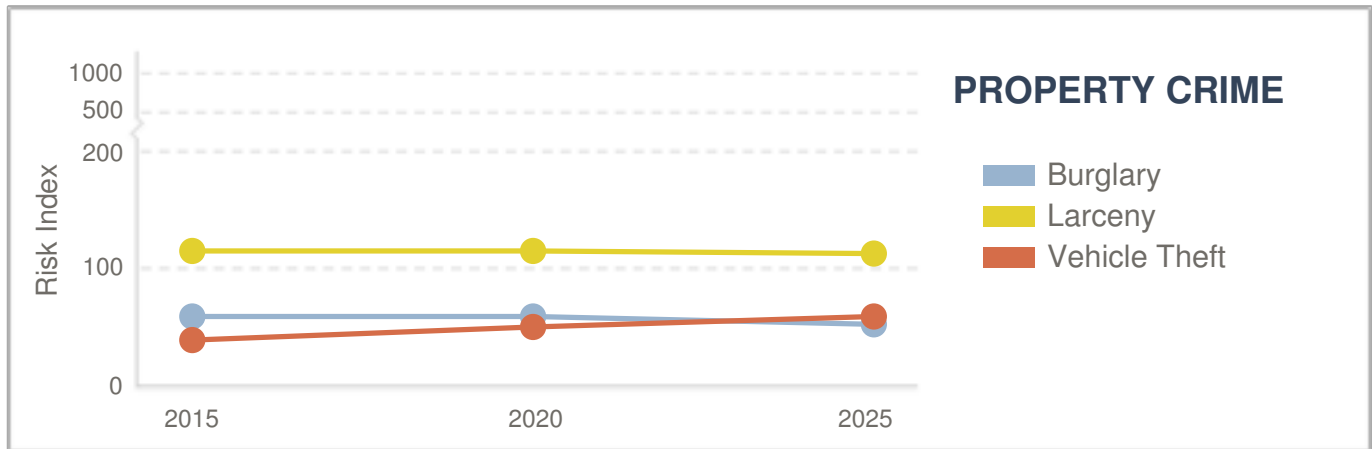
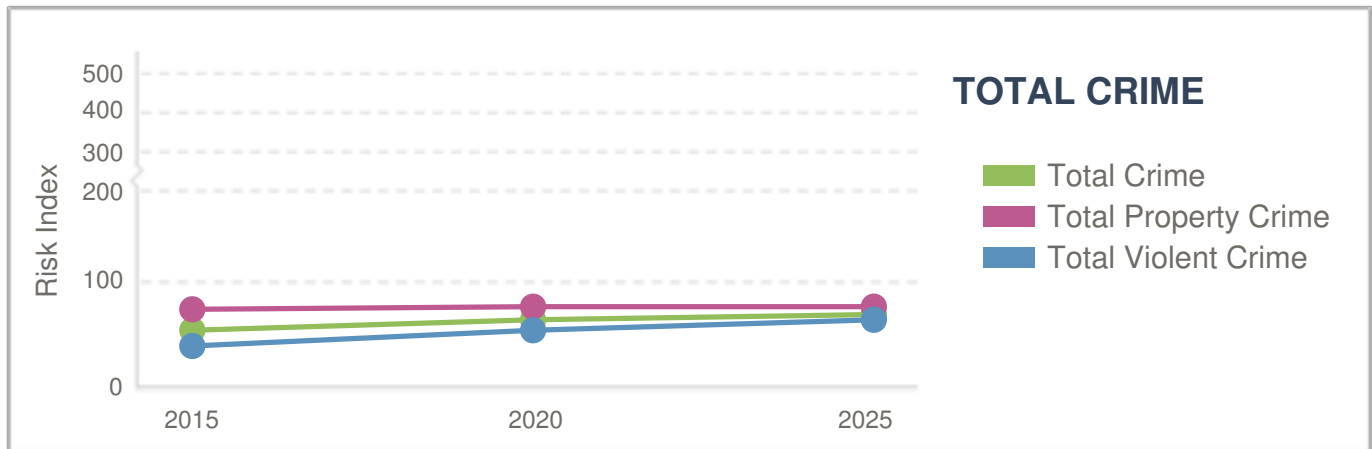
National Comparison Index: **27** | State Comparison Index: **55** | County Comparison Index: **216**

(On a risk scale from 0 to 5,000 where 100 is national average)



Robbery is taking or attempting to take anything of value from a person(s) by force or threat of violence.

Crime Risk Trending for this address



The above graphs plot past, present and future crime risk trends in 5-year intervals. The Risk Index uses a 0 to 5,000 scale where 100 is the national average and 0 is lowest risk.

SecurityGauge® HISTORY

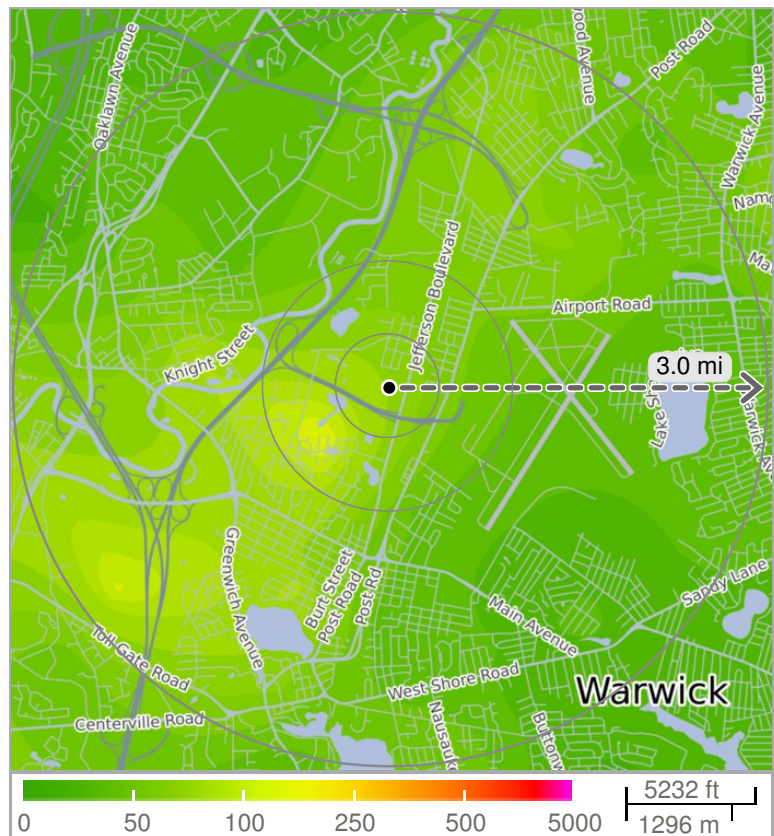
Past Scores (2015)	National	State	County
Total Crime Index	52	80	113
TOTAL VIOLENT CRIME	37	62	93
Homicide	25	83	198
Rape	85	80	79
Armed Robbery	16	31	122
Aggravated Assault	21	41	85
TOTAL PROPERTY CRIME	72	101	134
Burglary	60	85	119
Larceny-Theft	116	148	160
Vehicle Theft	39	62	106

SecurityGauge® FORECAST

Projected Scores (2025)	National	State	County
Total Crime Index	68	105	149
TOTAL VIOLENT CRIME	63	105	157
Homicide	63	207	494
Rape	125	117	115
Armed Robbery	26	53	206
Aggravated Assault	36	69	144
TOTAL PROPERTY CRIME	75	107	141
Burglary	53	74	104
Larceny-Theft	114	145	157
Vehicle Theft	60	94	161

Scores quantify this site's historical and forecasted risks in comparison to the average risk in the nation, state and county, where 100 signifies the average for each, and 5,000 is most risk.

SecurityGauge Crime Risk Trending Forecast for 2025

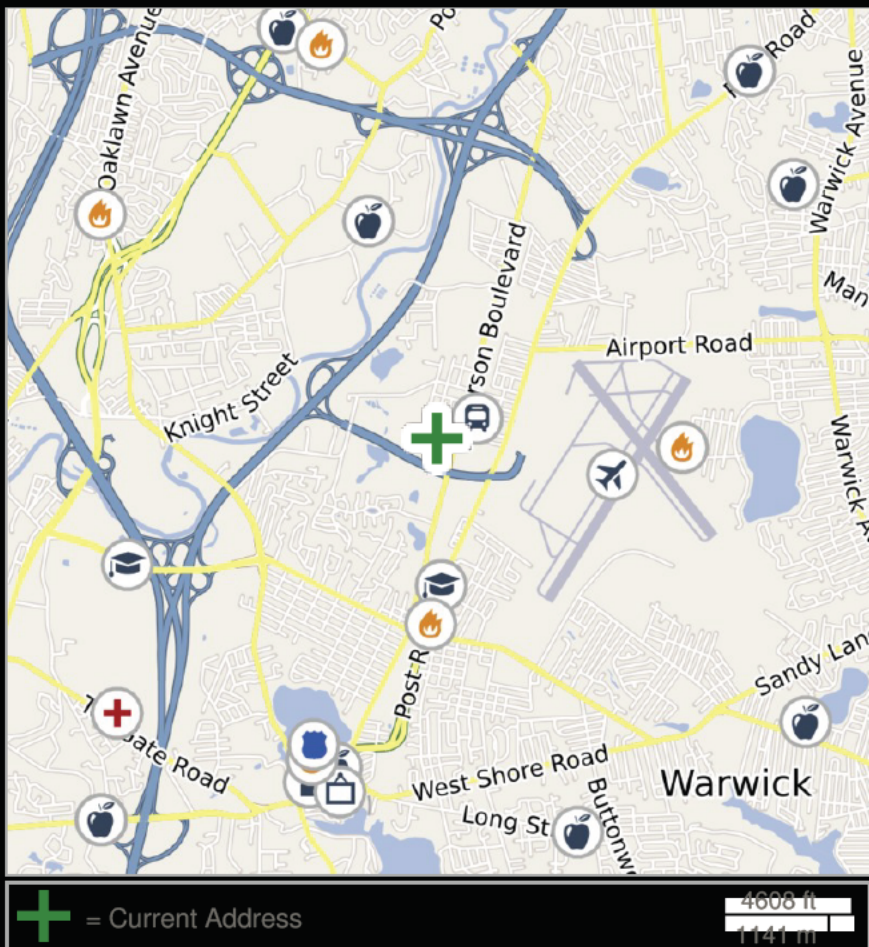


Map colors correspond to the Total Crime Index, which quantifies crime risk on a 0-5,000 scale where 0 is the lowest risk, 100 is the average and 5,000 is highest. Deep greens indicate the lowest crime risk, yellows just above average risk, and reds the highest crime risk.

PERIMETER RISK FACTORS

298 Kilvert St. Bldg #2, Warwick, RI 02886

Report date: Monday, April 20, 2020



- Police Station
- Fire Station
- Hospital/Medical
- Museum
- Middle/Senior High School
- College/University
- Train Station
- Courthouse
- City Hall
- Amusement Park
- Convention/Exhibition Hall
- Sports Stadium/Arena
- Airport

SecurityGauge® Perimeter Risk Factors identify the facilities and amenities in the vicinity of your site that may affect crime risk. Arenas, public transportation and other facilities that draw crowds of people may increase crime risk, while some experts believe facilities such as police stations and museums may reduce crime risk.

Since the data depicted here are sourced from public record, SecurityGauge® recommends that the information be verified by external sources.

Name	Proximity	City	State	Zip Code
POLICE STATION				
Warwick Police Department	2.3 miles	Warwick	RI	02886
FIRE STATION				
Greenwood Volunteer Fire Company	1.3 miles	Warwick	RI	02886
TF Green Airport Fire / Rescue	1.7 miles	Warwick	RI	02886
Warwick Fire Department Headquarters	2.4 miles	Warwick	RI	02886
Cranston Fire Department Station 5	2.8 miles	Cranston	RI	02920
Cranston Fire Department Station 4	2.9 miles	Cranston	RI	02920

Name	Prox m ty	C ty	State	Z p Code
HOSPITAL				
Kent County Memor al Hosp tal	2.9 m les	Warw ck	RI	02886
MUSEUM				
Warw ck Museum of Art	2.5 m les	Warw ck	RI	02886
MIDDLE/SENIOR HIGH SCHOOLS				
Nel/Cps Construct on Career Academy	1.6 m les	Cranston	RI	02920
Apponaug Chr st an Academy	2.4 m les	Warw ck	RI	02886
Eleanor Br ggs School	2.9 m les	Warw ck	RI	02886
P lgr m H gh School	3.0 m les	Warw ck	RI	02888
Dcyf Alternat ve Educat on Program	3.1 m les	Cranston	RI	02920
Warw ck Veterans Memor al Hs	3.2 m les	Warw ck	RI	02889
Aldr ch Jun or H gh School	3.3 m les	Warw ck	RI	02888
Toll Gate H gh School	3.5 m les	Warw ck	RI	02886
Warw ck Area Career And Techn cal Center	3.5 m les	Warw ck	RI	02886
W nman Jun or H gh School	3.5 m les	Warw ck	RI	02886
COLLEGE				
New England Inst tute Of Technology	1.0 m les	Warw ck	RI	02886
Commun ty College Of Rhode Island	2.3 m les	Warw ck	RI	02886
TRAIN STATION				
TF Green A rport	0.3 m les	Warw ck	RI	02886
CITY HALL				
Warw ck C ty Hall Annex	2.5 m les	Warw ck	RI	02886
AIRPORT				
T. F. Green A rport	0.5 m les	Warw ck	RI	02886

Secur tyGauge® Per meter R sk Factors dent fy the fac l t es and amen t es n the v c n ty of your s te that may affect cr me r sk. Arenas, publ c transportat on and other fac l t es that draw crowds of people may n crease cr me r sk, wh le some experts bel eve fac l t es such as pol ce stat ons and museums may reduce cr me r sk.

S nce the data dep cted here are sourced from publ c record, Secur tyGauge® recommends that the nformat on be ver f ed by external sources.

About This Report

SecurityGauge® Crime Risk Reports provide an instant, objective and quantitative assessment of property and violent crime risks for any U.S. address. SecurityGauge® never uses data on race, ethnicity, ancestry, language, or religion for any of its crime risk analytics.

Interpreting Your Report

A. Site Crime Risk and Risk Profile Ratings:

The SecurityGauge® Crime Risk and Risk Profile Ratings are on a nationally comparable scale of 1 to 5, with 1 being the lowest risk and 5 being the highest risk. The ratings combine the 8 major types of crime tracked by SecurityGauge® into a single score as they relate to risk at your address: vandalism, burglary, larceny theft, motor vehicle theft, armed robbery, aggravated assault, homicide, and rape. Here is what each number signifies:

1	Low: less than half the national average
2	Moderate: half the national average to slightly above the national average
3	Elevated: slightly above national average to twice the national average
4	High: twice the national average to three times the national average
5	Severe: more than 3 times the national average

The ratings are based on a distance weighted cone of influence surrounding the site. The crime risk calculation is weighted the heaviest nearest to the site, and lessens as it progresses outward. The cone of influence is illustrated by three circular rings on all Crime Maps. (See C.)

These 1-5 ratings also relate to our detailed indices of crime risk which are on a 0-5,000 scale. (See D.)

Report Appendices

B. SecurityGauge® Crime Maps:

SecurityGauge® Crime Maps provide 10 meter resolution depiction of crime risk in your vicinity. The maps represent a continuous surface of crime risk simplified to 25 color bands that denote crime index values of 0 to 5,000 surrounding the address, where 100 equals the national average.

Values are calculated based upon a distance weighted cone of influence around any specified address. The cone of influence is divided into three rings which are plotted on all Crime Maps.

1. Inner Ring The crime risk calculation is weighted most heavily within the Inner Ring, nearest the address. It has a radius ranging from as little as 300 feet up to a maximum of 2,700 feet, based on population density directly around the site.
2. Middle Ring The middle ring's crime risk is weighted moderately, and has a maximum radius of 1 mile or a population threshold of 25,000 people.
3. Outer Ring The outer ring's crime risk calculation is weighted the least. It has a maximum radius of 3 miles or a population threshold of 100,000 people.

C. Key Indices at this Site

SecurityGauge® quantifies crime risk on a 0-5,000 scale, where 0 is the lowest risk, 100 is the average and 5,000 is highest. Each category reflects how crime at your location compares to the Nation, the State, and the County. E.g., a score of 50 is ½ the average risk, 200 is double the average, and 500 is 5x the average.

Here's how the Index Scores relate to our exclusive Crime Risk Ratings (see A):

Ratings Index Scores

1 = 0 - 49
2 = 50 - 124
3 = 125 - 199
4 = 200 - 299
5 = 300 - 5,000

Key Indices are provided for seven major crime types: homicide, rape, armed robbery, aggravated assault, burglary, larceny theft, and motor vehicle theft, plus a detailed scoring for total crime, overall violent crime, and overall property crime. Read Crime Types Defined below for definitions of each type of crime.

D. Crime Rate Comparisons:

Property and violent crimes are broken down here to show you the rate of each crime type predicted at your Site Location per 1,000 residents. This rate is then compared to your state and the nation overall.

Report Appendices

E. Crime Risk Trending

Three graphs plot past, present and future crime risk trends in 5 year intervals, starting with 5 years ago, to today, to 5 years forecast in the future. The graphs reveal total crime, plus individual trend lines for burglary, larceny theft, motor vehicle theft, armed robbery, aggravated assault, homicide, and forcible rape. The Risk Index uses a 0 to 5,000 scale where 100 is the national average and 0 is lowest risk.

F. SecurityGauge® History & Forecast

Historical and forecasted values here examine your site's risk score at five years ago and five years ahead for each crime type. The chart includes indices comparing your site to the nation, the state where the address is located, and the county where the address is located. Both tables break down risk index scores of various crimes against persons, followed by a cumulative total, and of various crimes against property, followed by a cumulative total.

G. Crime Forecast Map

This map provides a detailed 10 Meter resolution picture of forecasted total crime risk 5 years in the future surrounding your address. The map makes it easy to pinpoint emerging areas of concern, shifting risks, and even to identify how and to what degree the area may be trending toward greater safety and lower crime risk.

H. Perimeter Risk Factor Map and Report

SecurityGauge® Perimeter Risk Factors identify the facilities and amenities in the vicinity of your site that may affect crime risk. Arenas, public transportation and other facilities that draw crowds of people may increase crime risk, while some experts believe facilities such as police stations and museums may reduce crime risk. This information is based on public record data and custom mapped for your site. The report also includes a table of the mapped risk factors by type, name, and distance from your address. While Perimeter Risk Factor data are sourced from public record and are generally reliable, SecurityGauge® recommends that the information be verified by external sources.

Report Appendices

Crime Types Defined

Property Crimes:

- ◆ **Vandalism** : The willful or malicious destruction of public or private property.
- ◆ **Burglary** : The unlawful entry of a structure to commit a felony or a theft.
- ◆ **Larceny-Theft** : The unlawful taking of property from the possession of another (excluding motor vehicles).
- ◆ **Vehicle Theft** : The theft or attempted theft of a motor vehicle.

Violent Endangerment / Violent Crimes:

- ◆ **Homicide** : The willful (nonnegligent) killing of one human being by another.
- ◆ **Rape** : All forms of non consensual sexual penetration. This new expanded definition applies to data reported late 2014 and beyond.
- ◆ **Armed Robbery** : The taking or attempting to take anything of value from a person(s) by force or threat of violence.
- ◆ **Aggravated Assault** : An attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.

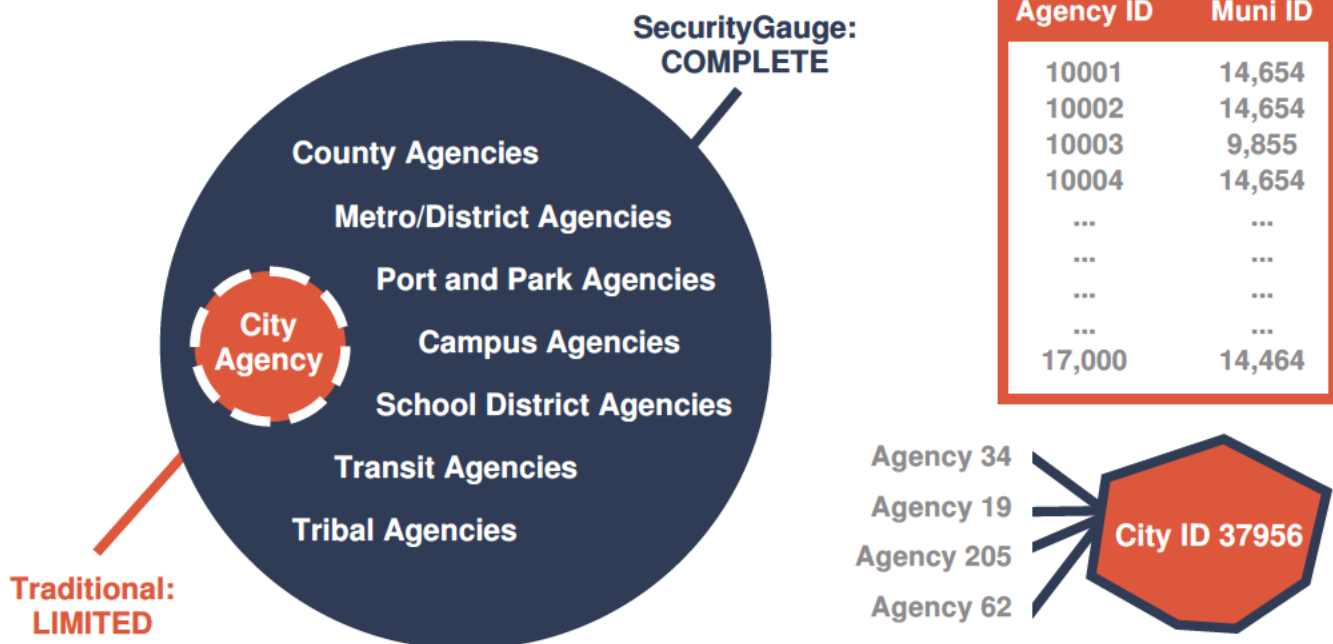
Report Appendices

About SecurityGauge®'s Predictive Crime Statistics

Businesses need accurate crime risk data for each individual address, not city wide averages. Unfortunately, measuring crime risk at this hyper local level has been hindered nationally by agency centric reporting and the lack of known locations for where crimes have occurred. As a result, crime researchers are often limited to calculations built only from a single local law enforcement agency's data data that use a 'one model fits all' approach that dilutes precision and often have limited validation in the real world.

We Start with Complete and Accurate Crime Counts

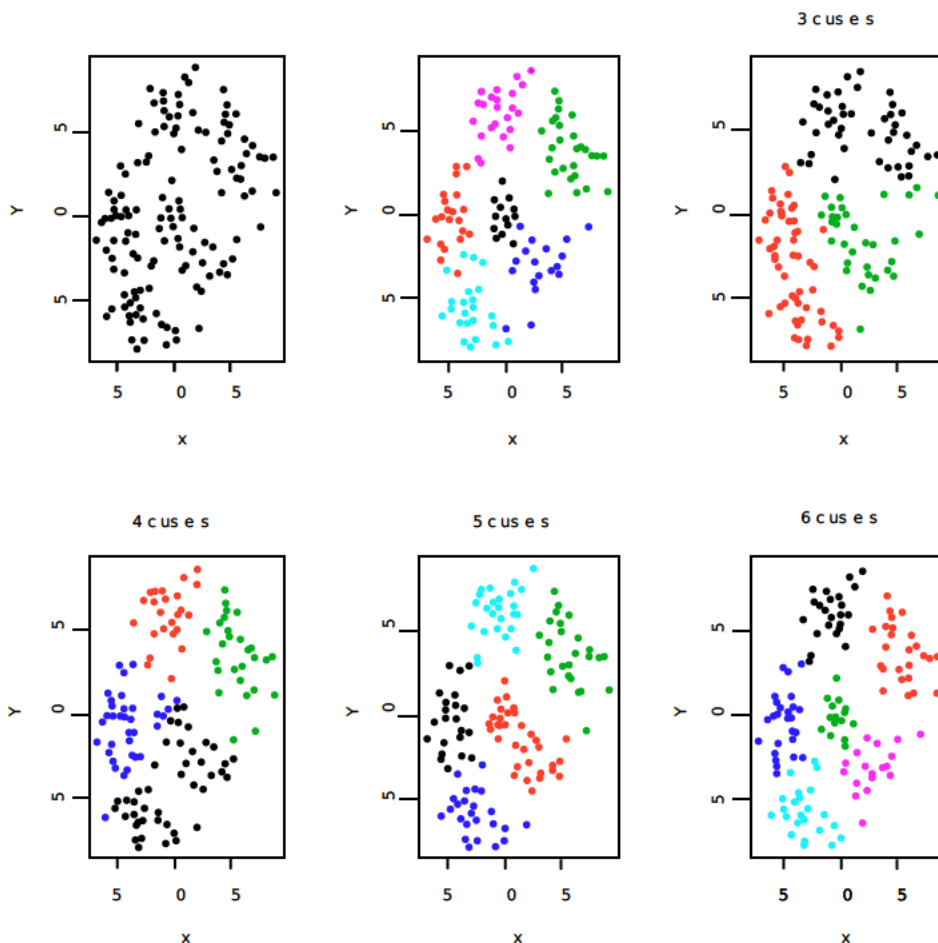
We begin by collecting raw crime data reported from all 18,000 law enforcement agencies in America. Then we use a relational database to assign reported crimes from each agency to the city where it has law enforcement responsibility. This method provides an accurate representation of the complete number and types of crimes that are truly known to occur within any city or town.



Report Appendices

We Develop Location-Centric Statistics

With this comprehensive foundation, SecurityGauge® then uses more than 80 proprietary computer models developed by its Ph.D. experts over nearly a decade of research to statistically predict the number and rates for every major type of crime for every community in America.



We Build Validated Precision Models

Since we know the number of reported crimes that actually occur in each community because of our exclusive approach, we are uniquely able to validate our models against the only comprehensive location centric crime database with complete U.S. coverage. SecurityGauge® crime data is validated on more than 8,000 cities nationwide.

◆ *SecurityGauge® has proven predictive accuracy that consistently exceeds 90%.*

We Apply Superior Spatial Depth – 10 Meter Resolution

With validated precision models for every major crime type, SecurityGauge® then builds crime risk data for nearly a quarter of a million neighborhoods all across the U.S. This forms a dense net of crime data that is input to our spatial risk models resulting in a national data base of 10 meter resolution crime risk statistics for the entire U.S.

Result = Accurate and validated crime risk analytics you can trust.

Report Appendices

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Report Appendices

About Location, Inc.

Location, Inc. is a leading builder and primary source of location based data and risk analysis information for corporate users nationwide.

Location, Inc. is a Ph.D. led geographic research and data mining facility based in Massachusetts. We specialize in location based big data analysis, demographic and crime data information products, and location based decision making tools.

More than 40 million people and businesses have used Location, Inc. data and services since the Company's 2000 inception. Our client base consists of Real Estate Investment Trusts, property and casualty insurance providers, corporate relocation departments, direct marketers, loss prevention analysts, private investors, and more.

To purchase discounted bundles of SecurityGauge® Reports for many addresses, get access to our API for a direct feed of our data, or to learn about our subscription plans, please contact our Data Sales Team.

Location, Inc. Headquarters

120 Front Street
Worcester, MA 01608
USA

Toll-Free: 1+ (888) 250 3200

Email: info@locationinc.com

Company Website: www.locationinc.com

Product Website: www.securitygauge.com

LETTER OF INTENT – MASTER LEASE OPTION

RE: 298 KILVERT STREET, BUILDING #2, PLAT NO. 278, LOT NO. 143 LOCATED IN ZONING DISTRICT G-1, WARWICK, RI 02886

This Letter of Intent (LOI) is entered into as of December 11, 2020 by and between the Compassion Center of New England (CCNE) and Dean Warehouse Services to memorialize the intent to enter into a long-term, ten (10) year lease at the above-described property with an option to extend for two (2) five (5) year terms. This lease LOI is non-binding and based solely upon the successful acquisition of a Compassion Center license. The General Terms of the lease are as follows:

COMMENCEMENT: The lease shall commence no later than 30 days after a compassion center license has been awarded, during which time the Tenant shall conduct due diligence and final terms will be negotiated.

LANDLORD: Dean Warehouse Services, Inc
70 Industrial Road, Cumberland RI 02864
Attn: Joseph R Iovini

TENANT: Compassion Center of New England (CCNE)
298 Kilvert Street Building #2, Warwick RI 02886
Attn: Steven Lee

TENANT
IMPROVEMENTS: Landlord will provide up to \$700,000 in building improvements prior to Tenant occupation. Any additional costs incurred to build out Tenant's current or modified plans will be Tenant's responsibility. Base rent to include the cost of improvements.

COMMENCEMENT

DATE: April 1, 2021

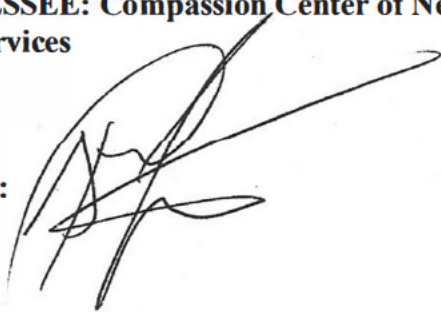
TERMINATION DATE: September 30, 2031

TENANT OPTION TO
EXTEND: Two (2) five (5) year options

In witness thereof, the parties hereto have executed this Letter of Intent on date written above.

**LESSEE: Compassion Center of New England
Services**

By:



Print Name: Steven Lee

Title: Director, Operations

Date: December 11, 2020

LESSOR: Dean Warehouse

By:



Print Name: Bradford S. Dean

Title: CEO

Date: December 11, 2020

FROM
DEAN WAREHOUSE SERVICES
LANDLORD

TO
Compassion Center of New England

TENANT

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EXHIBIT A. Plan showing the Leased Premises and the Building out.

LEASE

THIS LEASE (the "Lease") is entered into as of the 1st day of April, 2021 by and between Dean Warehouse Services Inc., a Rhode Island corporation (hereinafter the "Landlord") and Compassion Center of New England, a Rhode Island non-profit corporation (hereinafter the "Tenant").

IT IS MUTUALLY covenanted and agreed by and between the parties as follows:

1. Definitions and Construction.

1.01 Leasing Details. For the purposes of this Lease, the following words and phrases are defined as set forth below:

BUILDING: The building containing approximately 600,000 gross rentable square feet of space located on the Land and within which the Leased Premises are situated.


LEASED PREMESIS: That leased premises described in Exhibit A.

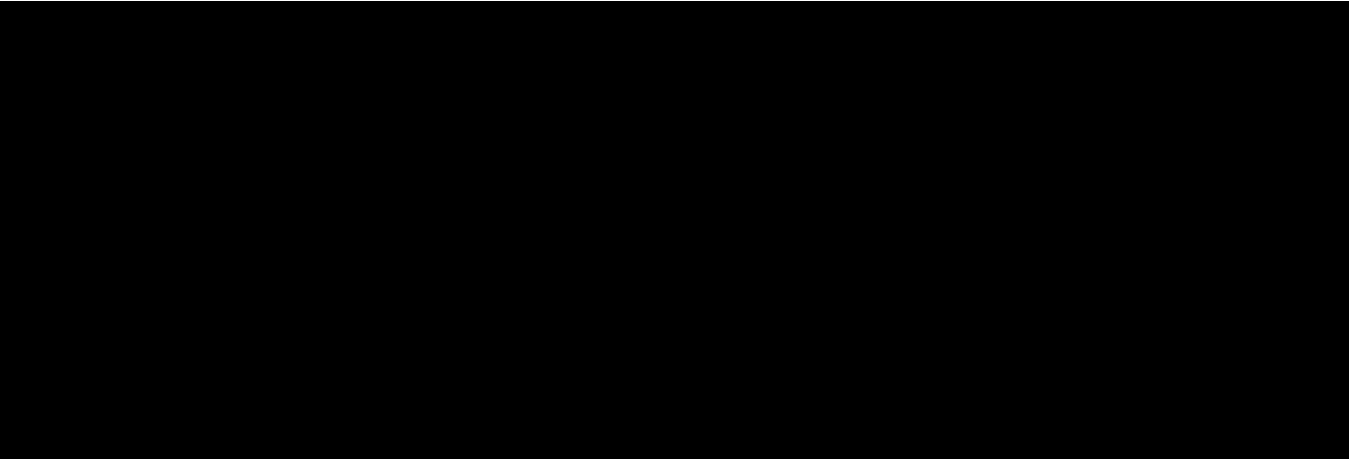
LANDLORD: Dean Warehouse Services, Inc.

LANDLORD'S ADDRESS: 70 Industrial Road, Cumberland RI 02864
Attn: Joseph R Iovini

TENANT: Compassion Center of New England

TENANT'S ADDRESS: 298 Kilvert St, Bldg 2
Warwick RI 02886
Attn: Steven Lee





LEASED PREMISES: approximately 3,800 gross rentable square feet of space in the Building and more particularly described on Exhibit A

TERM: From the Commencement Date to and including September 30, 2031.

COMMENCEMENT DATE: April 1, 2021

TERMINATION DATE: September 30, 2031

OPTION TO EXTEND: Two (2) five (5) year options.

1.02 Intentionally omitted.

1.03 Miscellaneous. The words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words, refer to this Lease; the word "hereafter" means after, and the word "heretofore" means before, the date of this Lease. The word "person" refers to partnerships (including limited partnerships), corporations, trusts, limited liability companies and other legal entities, as well as natural persons. The title of this Lease, as well as the paragraph and subparagraph titles, are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions hereof. Words in the singular may be construed to include the plural, and vice versa, as the context may require. Any notice required or permitted to be given by a party to this Lease will be in writing and will be given as provided for herein

1.04 Exhibits. The exhibits listed below are incorporated in this Lease by reference and are to be construed as a part of this Lease:

EXHIBIT A. Plan showing the Leased Premises and Building

2. Leasing. The Landlord demises and leases to the Tenant and the Tenant leases and takes from the Landlord the Leased Premises. Except for the Landlord's Work (as hereinafter defined) Tenant accepts the Leased Premises in its present ''AS IS'' condition. The Tenant will be responsible for any and all leasehold improvements desired by Tenant to prepare the Leased Premises for its use. All such leasehold improvements shall be made at the sole cost and expense of Tenant. The Tenant shall have the right to use the parking spaces in the parking lot or lots designated in writing by the Landlord from time to time for use by the Tenant in common with other tenants of the Building. All said parking spaces are provided to Tenant on a "first come-first served" basis.

3. Term. To have and to hold the Leased Premises unto the Tenant for and during the Term for specific space as set forth in Exhibit 'A' beginning on the date Tenant opens for business (the "Commencement Date"), and ending on the Termination Date. Landlord and Tenant agree to execute and deliver after the Commencement Date a written statement in recordable form setting forth the Commencement Date and the Termination Date of this Lease promptly at the request of either party.

4. Landlord's Construction.

4.01 Landlord's Work. Landlord shall perform the work required and to be determined and finalized by Tenant upon the awarding of a Compassion Center License. (hereinafter referred to as the "Landlord's Work"). The Landlord's Work shall be performed in accordance to the agreed Tenant plans and not to exceed \$700,000 based on plans submitted and approved by the City of Warwick for construction. Additional cost costs overruns, redesigns or work required to meet building code or changes in RI DBR regulations required to operate a Compassion Center will be the responsibility of the Tenant. Work shall be performed in accordance to a good and workmanlike manner employing quality materials and so as to conform to all applicable governmental laws, ordinances and regulations. Tenant agrees that Landlord may make any changes in the Landlord's Work which may become reasonably necessary or advisable based upon site conditions, other than substantial changes, without approval of Tenant, provided notice is promptly given to Tenant; and Landlord may make substantial changes in the Landlord's Work based upon site conditions, with the written approval of Tenant, which Tenant agrees will not unreasonably be withheld, conditioned or delayed.

4.02 Completion of Construction. The Landlord's Work shall be deemed completed for the purposes of this Lease when the construction, shall have been substantially completed in

accordance with Landlord's plans provided by the Tenant.

4.03 Acceptance of the Leased Premises. Tenant or its representatives may enter upon the Leased Premises during the performance of the Landlord's Work to inspect the progress thereof and to determine if the Landlord's Work is being performed in accordance with the requirements as described by the Tenant.

5. Rent.

5.01 Initial Term. The Tenant will pay to the Landlord, at the address specified in Section 1.01, base Rent, without set-off or deduction (except as otherwise expressly provided herein) and without prior notice or demand, at the annual and monthly rates for the Term of this Lease as set forth in Section 1.01.

All Rent is payable in advance in the aforesaid monthly installments of Rent by the 1st day of each month, Rent payable for any partial month will be prorated on a daily basis. The Rent for the first month of the Term shall be paid herewith.

5.02 Option to Extend and Option Term Rent.

Extended Term. The Tenant is hereby given the option to extend the Term of this Lease for two terms of five (5) years each at the expiration of the initial Term (the "Extended Term"). This Lease shall be deemed to be extended at the end of the Term hereof for the Extended Term upon and subject to the following terms and conditions:

(a) There shall not exist at the time of the exercise of the option to extend the Term or at the commencement date of the Extended Term any event of default under this Lease; and

(b) Tenant shall have given Landlord written notice of Tenant's exercise of its option to extend this Lease not later than Six (6) months prior to the Termination Date.

Terms of Extension. All terms and provisions of this Lease shall apply to the Extended Term. In the event that the Tenant fails to provide the notice described in subparagraph (ii) above, within the time set forth therein, the Tenant shall be deemed to have waived its option to extend the Term for the Extended Term. Tenant shall have no further right to extend this Lease beyond the Extended Term. Each reference in the Lease to the "Term" shall be deemed to include any option term for which the Tenant has exercised its option to extend unless the context

clearly requires a different meaning. During the Extended Term, Tenant shall pay additional rent for Taxes and Operating Expenses (as hereinafter defined) as well as any other types of additional rent payable under this Lease.

6. Repairs and Maintenance, Alterations.

6.01 Landlord's Repairs. The Landlord will maintain in good condition, and will make all replacements and repairs to, the roof and the exterior and structural components of the Building and the Landlord will maintain in good condition, (based upon warehouse space standards), and keep clean the halls, stairways and other areas in the Building used in common by all tenants; provided, however, that the Landlord will not be responsible for any repairs and maintenance made necessary by acts of the Tenant or the Tenant's agents.

6.02 Tenant's Repairs. The Tenant will: (a) be responsible for repairs and maintenance made necessary by acts of the Tenant or the Tenant's agents, (b) maintain in good condition and keep clean the interior of the Leased Premises) and (c) replace all light bulbs necessary in the Leased Premises during the term hereof.

6.03 Alterations. The Tenant may not make any (i) structural alterations or improvements or (ii) except as provided below, non- structural alterations or improvements to the Leased Premises without the prior written consent of Landlord, which consent may be given or withheld in the Landlord's sole discretion. The Tenant may make any non-structural alterations or improvements to the Leased Premises costing in the aggregate in any lease year \$5,000.00 or less without the prior written consent of the Landlord.

7. Tenant's Trade Fixtures.

7.01 Trade Fixtures Defined. For the purposes of this Lease, "Tenant's Trade Fixtures" means items of personal property owned by the Tenant and especially designed or fitted for use in its business which: (a) will not be affixed or incorporated into the Leased Premises in such manner that their removal will cause damage to the Building, and (b) will, after removal, have a value significantly exceeding the cost of removal.

7.02 Installation and Removal. The Tenant may install Tenant's Trade Fixtures in the Leased Premises. Tenant's Trade Fixtures will, notwithstanding the manner of their installation, remain the property of the Tenant and will be removed by the Tenant upon the termination of this Lease. The

Tenant will repair any damage to the Leased Premises occasioned by the removal of the Tenant's Trade Fixtures. Any of Tenant's Trade Fixtures left on the Leased Premises upon the termination of this Lease, at the election of the Landlord, may be (i) removed at the Tenant's expense and sold, stored or discarded, or (ii) deemed to have been abandoned and to be the property of the Landlord.

8. Public Liability Insurance; Indemnity.

8.01 Insurance. The Tenant will obtain, at its sole cost and expense, such insurance as Landlord may reasonably require from time to time including, without limitation, comprehensive general public liability insurance insuring the Landlord (and its constituent members) and its mortgagees (as additional insureds) and the Tenant against loss from and liability for damages on account of loss or injury suffered by any person or property within or upon the Leased Premises, the coverage and protection of such insurance to be in the amount of at least \$3,000,000 per incident. Tenant shall also maintain workers' compensation insurance and automobile liable insurance in such amounts as Landlord may reasonably require, which insurance shall also name the aforesaid entities as additional insureds.

8.02 Tenant's Indemnity. The Tenant will indemnify and hold Landlord harmless from and against all loss, cost or damage (including reasonable attorneys' fees) sustained by the Landlord on account of: (i) damage to property or injury to persons resulting from any accident or other occurrence on or about the Leased Premises, (ii) damage to property or injury to persons resulting from activities of the Tenant on or about the Leased Premises or elsewhere, or (iii) the Tenant's failure to perform or fulfill any term, condition or agreement contained or referred to herein on the part of the Tenant to be performed or fulfilled. This indemnity shall survive the expiration or the earlier termination of this Lease.

9. Fire or Other Casualty; Cross Releases and Waiver of Subrogation; Tenant's Property.

9.01 Fire or Other Casualty. If the Building or the Leased Premises or any part thereof are damaged by fire or other casualty, the Landlord will forthwith commence and continue with all reasonable diligence the repair of the same; provided, however, in the case of any fire or casualty to the Building in the amount of at least \$250,000.00, that if

the Landlord so elects then upon notice given to the Tenant not later than thirty (30) days after the casualty, the Landlord may terminate this Lease as of the date of the casualty and a proportionate part of the rent paid in advance will be repaid to the Tenant. If the repair of the damage to the Leased Premises is expected to require more than one hundred eighty(180) days from the date of the casualty, then upon notice given to the Landlord not later than thirty (30) days after the casualty, the Tenant may terminate this Lease as of the date of the casualty and a proportionate part of the rent paid in advance will be repaid to the Tenant. Until the Leased Premises are restored by the Landlord, there will be an equitable adjustment of base Rent.

The Tenant does hereby expressly waive any right or privilege of termination now granted or created under the provisions of any of the real property laws of the State of Rhode Island or any similar law, rule or regulation now or hereafter in effect relating to the damage or destruction of the Building or Leased Premises from any cause including, without limitation, Rhode Island General Laws, Section 34-18.1-8.

9.02 Release. The parties release each other from any claims for damage to any person or to the Leased Premises and the Building and to the personal property, fixtures, improvements and alterations of either the Landlord or the Tenant in or on the Leased Premises and the Building that are caused by or result from risks to the extent insured against under any insurance policies carried by the parties and in force at the time of any such damage.

9.03 Waiver of Subrogation. Alternatively, upon the request of either party, each party will cause each fire or other casualty insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If any such insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance will notify the other party of this fact. The other party will have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is

relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

9.04 Risk of Loss. The risk of loss of or damage to property of the Tenant on or about the Leased Premises will be borne solely by the Tenant and neither the Landlord nor any other tenant will have any liability for loss thereof or damage thereto.

10. Insurance Policies.

10.01 Tenant's Insurance. All insurance required under this Lease will be issued by companies satisfactory to the Landlord. Each such policy will contain a provision that no act or omission of the Tenant will affect or limit the obligation of the insurer to pay on behalf of the Landlord the amount of the loss sustained by, or claim made against, the Landlord, and, to the extent obtainable, will contain an agreement by the insurer that such policy will not be canceled without at least twenty (20) days' prior written notice to the Landlord.

10.02 Landlord's Insurance Policies. Landlord shall maintain in full force throughout the Term, a policy of insurance upon the Building insuring against all risks of physical loss or damage under an All Risk coverage endorsement in an amount at least equal to the full replacement value of the property insured, with an agreed amount endorsement to satisfy any co-insurance requirements, as well as insurance against breakdown of boilers and other machinery as customarily insured against. Landlord shall supply to Tenant from time to time upon request of Tenant certificates of all such insurance issued by or on behalf of the insurers named therein by a duly authorized agent.

11. Subordination. It is agreed that the rights and interest of Tenant under this Lease shall be (i) subject or subordinate to any present or future mortgage or mortgages and to any and all advances to be made thereunder, and to all amendments or modifications of same, provided the mortgagees involved enter into a nondisturbance agreement with Tenant under which the mortgagees agree to recognize all of Tenant's rights under this Lease, if such mortgagee shall elect by notice to Tenant to subject or subordinate the rights and interest of Tenant under this Lease to such mortgage or (ii) prior to any present or future mortgage or mortgages, if such mortgagee shall elect, by notice to Tenant, to give the rights and interest of Tenant under this Lease priority to such mortgage. In the event of either of such elections, and upon notification by mortgagee to

that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or have priority over, as the case may be, said mortgage or mortgages, irrespective of the time of execution or time of recording of any such mortgage or mortgages. Tenant agrees it will, upon request of Landlord, or any such mortgagee, execute, acknowledge and deliver any and all instruments deemed by Landlord, or by the requesting mortgagee, necessary or desirable to give effect to or notice of such subordination or priority. Any mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the holder, at its sole discretion, deems necessary or appropriate.

12. Condemnation. In case, during the Term hereof, a significant portion of the Building and/or the Land shall be taken by condemnation or right of eminent domain such that the Building and the Land can no longer be used for the purposes contemplated under this Lease, Landlord shall have the option to terminate this Lease by written notice to Tenant within sixty (60) days after the date of taking. In case, during the Term hereof, the whole of the Building, the Leased Premises and the Land shall be taken by condemnation or right of eminent domain, this Lease shall terminate on the date on which Tenant is deprived of possession. If so terminated, Landlord shall return any advance base Rent and additional rent payments. In case, during the Term hereof, at least one-third (1/3) of the Leased Premises shall be taken by condemnation or right of eminent domain, both Landlord and Tenant shall have the option to terminate this Lease by written notice to the other within sixty (60) days after the parties receive notice of the taking. Should Landlord fail to exercise the rights granted by the preceding sentences, Landlord shall proceed with all reasonable dispatch after such taking or condemnation, and the determination of Landlord's award therein, to restore the Leased Premises to their condition prior to such taking to the extent such restoration may be practicable, provided that Landlord shall have no obligation to expend, in connection with such restoration, any amount in excess of the net proceeds to Landlord of such condemnation award.

In the event Landlord proceeds to restore such portion of the Leased Premises, such restoration shall be completed within one hundred eighty (180) days of the date Tenant was deprived of possession of such portion of the Leased Premises, and a just abatement of the base Rent shall be made until such restoration has been completed. In the event Landlord does not complete said restoration during said one hundred eighty (180) day period, except as a result of Act of God, weather, fire, casualty, labor difficulties or other force majeure causes outside of the Landlord's control, Tenant

shall have the right within thirty (30) days after the expiration of said one hundred eighty (180) day period, to terminate this Lease effective thirty (30) days from the date of Landlord's receipt of written notice of Tenant's election to so terminate. If Tenant fails to exercise its right to terminate this Lease within the aforesaid thirty (30) day period, the Tenant shall be deemed to have waived its right of termination under this Section.

Any termination by the Tenant under this Section 12 shall be null and void and of no force or effect in the event the Landlord completed the restoration work within forty-five (45) days of the Tenant's termination notice. All compensation awarded or paid upon any taking or condemnation of the Land, Building and/or the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant. Tenant specifically waives and assigns to Landlord all claims for any value of its leasehold interest or lease. If so terminated, Landlord shall return any advance Rent payments.

13. Assignments and Subleases. The Tenant will not directly or indirectly assign or encumber its interest in this Lease or in the Leased Premises, or sublease all or any part of the Leased Premises, or allow any other person, firm or corporation (except the Tenant's authorized representatives) to occupy or use all or any part of the Leased Premises, without first obtaining the Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without the Landlord's consent will be voidable and, at the Landlord's election, will constitute a default under this Lease. Each assignee or sublessee shall execute an agreement in favor of the Landlord by which such party assumes and agrees to comply with all the terms of this Lease except, in the case of a subtenant only, the payment of rent to the Landlord. No permitted assignment or subleasing will in any way affect or reduce any of the liabilities or obligations of the Tenant under this Lease, which liability shall be joint and several with any assignee or sublessee, as applicable. The parties agree that with respect to any approved assignment or sublease, Tenant shall pay to the Landlord fifty (50%) percent of the net profit paid or payable to the Tenant as a result of same, which net profit shall equal the assignment consideration and/or monthly sublease rent minus the applicable monthly installment of base Rent and additional rent hereunder.

Notwithstanding anything contained herein to the contrary, the Tenant may assign this Lease or sublease the Leased Premises without the Landlord's consent to, or in connection with the consolidation, merger or reorganization of Tenant or the sale by Tenant of all or substantially all of its stock or assets, any parent, subsidiary or affiliate of the Tenant.

14. Default and Remedies.

14.01 Events of Default. The Tenant will be in default under this Lease upon the occurrence of any of the following events or conditions as to the Tenant or any guarantor of the Tenant's obligations hereunder: (a) the Tenant's failure to pay rent, additional rent or make the other payments at the times and in the manner provided for herein, such failure having continued for a period of ten (10) days after written notice of such nonpayment is given by the Landlord; (b) the Tenant's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, on the part of the Tenant to be performed or fulfilled, such failure having continued for a period of thirty (30) days after notice thereof shall have been given by the Landlord to the Tenant; (c) if the Tenant or any guarantor of the Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; (d) if the Tenant or any such guarantor shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; (e) if any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (x) results in the entry of an order for relief against it which is not fully stayed within seven business days after the entry thereof or (y) remains undismissed for a period of 45 days; (f) if the leasehold interest hereby created is levied upon by execution or taken by process of law; or (g) the dissolution of the Tenant or any guarantor of the Tenant's obligations hereunder.

14.02 Remedies. In the event of default, it will be lawful for the Landlord thereupon, or at any time thereafter, at the Landlord's option, to exercise all rights and remedies available at law or in equity and to terminate this Lease and to enter

upon the Leased Premises and to expel the Tenant and those claiming under the Tenant, without being guilty of any manner of trespass, and thenceforth peacefully and quietly hold and enjoy the Leased Premises as if this Lease had not been made; without prejudice, however, to any right to sue for and recover any base Rent and additional rent and other sums then due under this Lease, or to any claim for damages or right of action or remedy for preceding breach of any covenant, agreement or condition herein contained which the Landlord might otherwise have or use.

14.03 Additional Remedies. Upon the termination of this Lease under any provision contained in Section 16.01, Tenant shall nevertheless remain liable for all base Rent and additional rent for Taxes, Operating Expenses and all other payments or amounts deemed to be additional rent hereunder then due and payable hereunder as of the date of the termination of this Lease, together with all damages due or sustained by Landlord prior to such termination or arising as a result of events or conditions occurring or in existence during the Term hereof and prior to or after such termination, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of, or in the collection of its remedies hereunder or under any law, or in leasing or attempting to lease all or any portion the Leased Premises to others from time to time (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees in connection with the foregoing matters, and all costs of such alterations, repairs, and decorations as Landlord, in its reasonable judgment, considers necessary or advisable in connection with such reletting) (all such rent, damages, costs, fees and expenses being referred to herein as the "Termination Damages") and, in addition thereto, additional damages (the "Additional Damages"), which, at the election of Landlord, shall be either of the following:

(a) an amount or amounts equal to all rent including, without limitation, base Rent and all additional rent) which, but for termination, would have been payable to Landlord over the remainder of the Term, reduced by the amount of rent, if any, which the Landlord shall actually receive from time to time during such period from others to whom the Leased Premises may be rented from time to time. The Landlord shall not be obligated to attempt to collect any rental or other payment obligation from any other person renting all or any portion of the Leased Premises by litigation or otherwise. Such Additional Damages shall be computed and payable in monthly installments, with interest on any amount in arrears at the maximum rate of interest per year permitted by law, in arrears, on the first day of each

calendar month following termination of the Lease and shall continue to become due and payable in monthly installments until the date on which the Term would have expired but for such termination and any and all amounts due and payable hereunder, including any amount in arrears, shall be a continuing liability of Tenant thereafter, and interest thereon shall accrue at the maximum rate of per year permitted by law, until Tenant shall discharge same by payment to Landlord of the amount due, and any suit or action brought from time to time to collect any such Additional Damages for any month or months shall not in any manner prejudice the right of Landlord to collect any Additional Damages for any subsequent month or months by a similar proceeding. There shall be added to any payment required to be made hereunder, as Additional Damages, all reasonable costs, fees, and expenses incurred by Landlord during the month preceding the due date of such payment, in pursuit of, or in the collection of any of its remedies hereunder, or under any law, or in leasing or attempting to lease the Leased Premises to others (including, without limitation, all repossession costs, brokerage commissions, fees for legal services in connection with such reletting, and all costs of such alterations, repairs, and decorations as Landlord considers necessary or advisable in connection with such reletting); or

(b) an amount equal to the present value (as of the date of such termination) of all Rent (including, without limitation, Rent and additional rent) which, but for termination of this Lease, would have become due during the remainder of the Term, reduced by an amount equal to the fair rental value of the Leased Premises over the remainder of the Term, as determined by an independent real estate appraiser named by Landlord, in which case such Additional Damages shall be payable to Landlord in one lump sum on demand made by Landlord at any time and shall bear interest at the maximum rate of interest per year permitted by law from the date of termination until paid. For purposes of this clause (ii), present value shall be computed by the application of a discount rate equal to the discount rate in effect at the Federal Reserve Bank nearest to the location of the Building as of the date of termination.

In addition, if this Lease is terminated under any provision contained in Section 16.01, Landlord may, but shall have no obligation to, relet the Leased Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Leased Premises) as Landlord, in its uncontrolled

discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, failure by Landlord to relet the Leased Premises or any failure by Landlord to collect any rent due upon such reletting, and Tenant, to the extent Tenant may lawfully do so, hereby waives all right to require Landlord to relet the Leased Premises.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings under any federal or state laws relating to bankruptcy or insolvency or reorganization or arrangement by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

14.04 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

14.05 Attorneys' Fees. In the event of default, in addition to any other sums due to the Landlord hereunder, the Tenant will pay the Landlord's reasonable attorneys' fees and all other expenses incurred in connection with enforcing its rights hereunder.

15. Other Rights and Responsibilities of Landlord; Services and Utilities.

15.01 Landlord's Rights. The Landlord and its authorized representatives will have the right to enter the Leased Premises at all reasonable times and upon reasonable notice (except in the case of emergency when no notice shall be required) for any of the following purposes: (a) to determine whether the Leased Premises are in good condition and whether the Tenant is complying with its obligations under this Lease; (b) to give any notice required or permitted to be given to the Tenant hereunder; (c) to show the Leased Premises to prospective brokers, agents, buyers, or tenants during the last six (6) months of the term; (d) to do any necessary maintenance and to make any restoration or repairs to the Leased Premises or the Building, provided, however, such repairs shall not permanently reduce the net square

footage of commercial space of the Leased Premises; or (e) develop the remainder of the Land.

15.02 Common Facilities. The Landlord will have the right to relocate or change any common facility in the Building and any parking area provided that comparable facilities are provided.

15.03 Building Hours. The Landlord will have the right to close the Building after regular business hours (from 6:00 a.m. to 6:00 p.m. on weekdays and from 6:00 a.m. to 6:00 p.m. on Saturdays) and on Sundays and legal holidays.

15.04 Repairs. The Landlord will have the right to close doors, entryways and common areas for the purpose of repairing, maintaining or altering the same so long as reasonable access to the Leased Premises is provided.

15.05 Services. The Landlord will provide the following to the Tenant: (a) water for reasonable domestic purposes and the equipment for reasonable heat for the comfortable use and occupancy of the Leased Premises during the regular business hours referred to in Section 15.03; (b) electrical energy for ordinary room illumination, operation of office and business machines and equipment operating on standard 110 volt current drawing not in excess of 15 amps; and (c) maintenance and cleaning of the areas of the Building used in common by all tenants. The Tenant will pay for the cost of electricity and any other service or utility used by it. The Tenant will also pay all electrical costs for air conditioning. Except when occasioned by the Landlord's gross negligence or willful misconduct, the Landlord will have no responsibility or liability for defects, delays, lapses or cessation in or of these services and, in any event, the Landlord will have no liability for consequential damages resulting from any defect, delay, lapse or cessation in or of these services.

15.06 Signs. Tenant shall, at its sole cost and expense, provide and install Tenant identification signs in the Building lobby, all of a size and design and with materials selected by Tenant provided all of the foregoing components of the signs are consistent with the Landlord's standard building signage in the Building.

16. Surrender; Holdover.

16.01 Surrender. At the termination of this Lease, the

Tenant will peaceably surrender the Leased Premises in good order, condition and repair, excepting reasonable wear and tear and excepting damage by fire or other casualty which has been insured against.

16.02 Holdover. If the Tenant remains in possession of the Leased Premises after the expiration of the Term of this Lease and continues to pay rent without any express agreement as to holding over, the Landlord's acceptance of rent will be deemed an acknowledgment of the Tenant's holding over upon a month-to-month tenancy, subject, however, to all of the terms and conditions of this Lease except as to the Term hereof and any option to renew the Term.

16.03 Holdover Rent. If the Tenant remains in possession of the Leased Premises after the expiration of the Term of this Lease, whether as a month-to-month tenant pursuant to Section 18.02 or otherwise, and the Landlord at any time declines to accept the rent at the rate specified herein, the Tenant's holding over thereafter will be deemed to be as a tenant at sufferance. The Tenant will nevertheless be subject to all of the terms and conditions of this Lease (including, without limitation, as to additional Rent for Taxes and Operating Expenses) except as to the Term hereof and any option to renew the Term and except that the Tenant will pay a monthly base Rent equal to 150% of the amount due and payable hereunder for the last year of the Term and will pay all loss, cost or damage (including attorneys' fees) sustained by the Landlord on account of such holding over. Nothing contained in Sections 18.02 and 18.03 shall be understood to imply any right of holdover on the part of the Tenant.

17. Quiet Enjoyment. Upon paying the base Rent and all other payments required to be made by the Tenant hereunder, and upon the Tenant's performing and fulfilling all terms, conditions or agreements on its part to be performed and fulfilled, the Tenant will quietly have and enjoy the Leased Premises during the Term of this Lease without lawful hindrance by any person claiming by, through or under the Landlord.

18. Waivers. The failure of the Landlord to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms, or conditions of this Lease or to exercise any option of the Landlord herein contained, will not be construed as a waiver for the future of such term, condition, agreement or option. The receipt by the Landlord of rent with knowledge of the

breach of any term, condition, or agreement will not be deemed to be a waiver of such breach. The receipt by the Landlord of rent after the giving of any notice required to be given to the Tenant by law or by the terms of this Lease will not in any way affect the operation of such notice.

19. Notices. No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is sent postage prepaid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the Landlord, at the address set forth in Section 1.01, with a copy to: David J. Tracy, Esq. Holland & Knight LLP, One Financial Plaza, 18th Floor, Providence, Rhode Island 02903; and if to the Tenant, at the address set forth in Section 1.01, with a copy to John Ottaviani, Esq., Partridge, Snow & Hahn, 40 Westminster Street, Suite 1100, Providence, RI 02903 or to such other address as either party may designate by notice to the other party.

20. Governing Law. This Lease and the performance thereof will be governed, interpreted, construed and regulated by the laws of the State of Rhode Island without resort to the conflict of laws rules of the State of Rhode Island.

21. Entire Agreement. This Lease contains all of the agreements of the parties and may not be modified or amended except by written agreement.

22. Tenant's Rules and Regulations. The Tenant will comply with rules and regulations attached to this Lease as Exhibit D. The Landlord will have the right from time to time to alter or amend the same. Upon delivery of a copy of the altered or amended rules and regulations to the Tenant, the Tenant will become bound by them and will comply with the same. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease will prevail. The Landlord will not be liable to the Tenant for violation of any rules and regulations by other tenants.

23. Special Mortgagee Provisions.

23.01 Notice to Mortgagee. After receiving written notice from any person, firm or other entity that it holds a mortgage which includes as part of the mortgaged premises the Building, Tenant shall, so long as such mortgage is outstanding

(excluding notice exercising the option to extend), be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease; but such notice may be given by Tenant to Landlord and such holder concurrently. [INSERT F]

23.02 Rights of Mortgage Holders. In the event the holder of a mortgage shall succeed to the interests of the Landlord such holder shall be liable to perform all of the obligations of Landlord accruing from and after such entry, subject to and with the benefit of all of the provisions of this Lease. No base Rent, additional rent or any other charge shall be paid more than 30 days prior to the due dates thereof and payments made in violation of this provision shall (except to the extent that such payment are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee. [INSERT F]

23.03 Mortgagee's Right to Cure Defaults. Notwithstanding anything contained in this Lease to the contrary, no act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (a) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (b) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter; but nothing contained in this Section 25.03 shall be deemed to impose any obligation on any such mortgagees to correct or cure any such condition. "Reasonable time" as used above means and includes a period of time after mortgagee's receipt of Tenant's notice under this Section 25.03 to obtain possession of the mortgaged premises if the mortgagee elects to do so and to correct or cure the condition if such condition is determined to exist.

24. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the Building, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall not be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless

such holder shall, by written notice sent to Tenant, specifically otherwise elect.

25. Mechanics' Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien(s) against the Building, the Leased Premises, the Land and/or the Landlord's interest therein, which liens may arise out of any payment due, or purported to be due, for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Building and/or the Leased Premises. Landlord shall not be deemed to have consented to the placing of a lien on the Building or Leased Premises by any person dealing with the Tenant.

26. Intentionally omitted.

27. Provisions Binding, Limitation on Landlord's Liability, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. References herein to the parties shall be deemed to include their respective successors and permitted assigns. The obligations of the Landlord shall be binding only upon the assets of the Landlord which comprise the Land and the Building. No individual partner, trustee, shareholder, officer, director or employee of the Landlord shall be personally liable and the Tenant shall look solely to Landlord's interest in the Land and Building in pursuit of its remedies. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions hereof.

28. Estoppel Letter. Upon not less than ten (10) days' prior notice by Landlord from time to time, Tenant agrees to execute, acknowledge and deliver to Landlord, and to any assignee, mortgagee, lender or any other third party which Landlord may designate, a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no known defenses, offsets or counterclaims against its obligations to pay the rent, additional rent and any other charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any known defenses, offsets or counterclaims, setting them forth in reasonable detail), and a statement that, to the best of Tenant's knowledge, Landlord is not

in default hereunder (or if in default, the general nature of such default). Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Leased Premises, or any prospective assignee of any such mortgage.

29. Security Deposit.

29.01 Security Deposit Amount. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum set forth in Section 1.01 as the Security Deposit, if any, receipt of which is hereby acknowledged by Landlord. The Security Deposit set forth in Section 1.01 shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by the Tenant to be kept and performed during the Term of this Lease. If at any time during the Term of this Lease, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, Landlord may, but shall not be required, at its sole discretion, appropriate and apply any portion of said Security Deposit to the payment of any such sum.

29.02 Application of Security Deposit. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord at its sole option may appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by the Landlord due to such breach on the part of the Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by the Landlord, the Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute an event of default hereunder. Should Tenant comply with all of such terms, covenants and conditions and promptly pay all sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant within forty-five (45) days following the end of the Term of this Lease, or upon the earlier termination of this Lease, minus any portion thereof which may have been utilized by Landlord to cure any default or applied to any damage suffered by Landlord. Neither said deposit, nor application thereof by Landlord, as provided herein, shall be a bar or defense to any action whatsoever which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

29.03 Transfer of Deposit. The Landlord may deliver the funds deposited hereunder by the Tenant to the purchaser of Landlord's interest in the Leased Premises, in the event that such interest be conveyed, and thereupon Landlord shall be discharged by Tenant Lessee from any further liability with respect to such Security Deposit.

30. Notice of Lease Recording. Upon request of either party, both parties shall execute and deliver a notice of this Lease in form appropriate for recording or registration, stating the Commencement Date and Termination Date of the Lease and making reference to Tenant's option to extend, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination.

31. Force Majeure. Except as otherwise set forth herein, in any case where either party hereto is required to do any act, delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations or any other unavoidable delays shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time or "a reasonable time." Notwithstanding the foregoing, the concept of unavoidable delay or force majeure shall not apply to the payment of annual base Rent, additional rent or any other payments under this Lease.

32. Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, cure, at any time, following fifteen (15) days' prior notice to Tenant, except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in curing a default shall be paid by Tenant to Landlord as additional rent on demand, together with interest thereon at the maximum rate permitted by law from the date of payment by Landlord to date of payment by Tenant.

33. Hazardous Waste Indemnity. To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that the Building and Land do not contain any "hazardous substances" or "hazardous waste", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and regulations thereunder, the Resource Conservation and Recovery Act, as amended, and regulations thereunder, and the Federal Clean Water Act, and regulations thereunder, or oil, petroleum products, asbestos,

radioactive materials or similar regulated substances (collectively, "Hazardous Materials"). Landlord hereby agrees to defend, indemnify and hold Tenant harmless from and against any and all clean-up costs, remediation costs and reasonable legal fees incurred in connection with or arising out of or relating in any way to the presence of Hazardous Materials as of the date hereof or the presence of Hazardous Materials in or on the Premises caused solely by Landlord's activities in the Building. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all cleanup costs, remediation costs and reasonable legal fees incurred in connection with the presence of Hazardous Materials in or on the Leased Premises caused by Tenant's or its agents', employees' or contractors' activities.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this instrument under seal as of the day and year first above written.

LANDLORD

Dean Warehouse Services

TENANT

Compassion Center of New England

By:

Name: Steven Lee, Director of Operations

